City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:
Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Calvin Cooley
Taff Wren
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 10/5/2017
Work Session – 6:00 PM

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Meredith Ulmer

I. Opening of Meeting

- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

II. Regular Agenda

A. Council Meeting Minutes

1. September 21, 2017 (Pages 1 - 9)

Attachments

B. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. AZ17-03 - Annexation and Zoning Application (Pages 10 - 11)

Attachments

C. Other

1. Chip Program Lien Release - 19 Oakdale Dr (Pages 12 - 13)

Attachments

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2. Chip Program Lien Release - 705 Rowland Springs Rd (Pages 14 - 15)

Attachments

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3. APGA Annual Membership Dues (Pages 16 - 18)

Attachments

D. First Reading of Ordinances

1. FY 2016-17 Budget Amendment (Pages 19 - 21)

Attachments

E. Contracts/Agreements

1. Dellinger Park Scoreboard Sponsorship - Appendix A Revised - Fee Schedule (Pages 22 - 28)

   Attachments

F. Bid Award/Purchases

1. Bid 17-010 - Dellinger Park Covered Pavilions Construction (Pages 29 - 41)

   Attachments

2. Dellinger Park GO Bond Projects (Pages 42 - 45)

   Attachments

3. Towable Air Compressor (Pages 46 - 50)

   Attachments

4. Itron Metering Software (Pages 51 - 53)

   Attachments

5. Security Cabinets for IT (Pages 54 - 58)

   Attachments

6. Internet Service Agreement (Page 59)

   Attachments

7. WPCP Grit Chamber #2 Repair (Pages 60 - 68)

   Attachments

G. Engineering Services

1. WTP Filter Backwash Design (Pages 69 - 77)

   Attachments

H. Certification

1. Community Rating System Annual Recertification (Pages 78 - 81)

   Attachments

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN

ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
September 21, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	The minutes have been attached for your review and approval.
City Manager's Remarks:	Minutes have been generated and reviewed by staff and are recommended for City Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
September 21, 2017
8:00 P.M. – Work Session
9:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Stepp.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Calvin Cooley Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Item # 1

Absent: Kari Hodge, Council Member Ward 1

II. Regular Agenda

A. Swearing in of Civic Youth Day Officials

Students selected from the City School System were sworn in by the City Clerk for Civic Youth Day. No action required by City Council.

B. Council Meeting Minutes

1. September 7, 2017 Council Meeting Minutes

A motion to approve the September 7, 2017 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

C. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. AZ17-03 – Annexation and Zoning Application

Randy Mannino, Planning and Development Department Head stated the annexation and zoning request is for 5 abutting properties located along Old Tennessee Rd. Zoning A-1 Agriculture, R-2 Residential, C-1 Commercial to G-C General Commercial. It is approximately 19.55 acres with the intention of expanding the commercial and institutional-related development opportunities created by the realignment of Hwy 20 and improvements to the Hwy 20 and 411 intersection. The annexed parcels combined with the existing incorporated parcel along Hwy 20, approximately 24 acres, will be home to a new car museum. Incorporated and annexed parcels abutting Hwy 411, approximately 9 acres, will be dedicated for retail commercial applications. Mr. Mannino stated the Planning Commission recommended approval, 5-0.

Mayor Santini opened the floor for a public hearing in regards to the zoning request and no came forward to speak for or against. Mayor Santini closed the public hearing.

Mayor Santini opened the floor for a public hearing in regards to the annexation portion of the request, and with no one coming forward to speak for or against the Mayor closed the public hearing.

(See Exhibit A for proposed property to be annexed/rezoned)

D. Resolutions

Item # 1

1. Creation of Festival Zones

Dan Porta, Assistant City Manager stated approval of the resolution was recommended in order to have 3 future festival zones approved.

A motion to approve the festival zones was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

Resolution No.

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

October 12	**Chamber BBQ; 3-6pm (Friendship Plaza)**
October 20	**Quick family wedding reception (Friendship Plaza)**
October 21	**Bluegrass Festival; 11:30-7:30 (Friendship Plaza & Founders Oak Lot)**

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the aforementioned events, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 21st day of September 2017.

Item # 1

/s/__________________
Matt Santini
Mayor

ATTEST:

/s/__________________
Meredith Ulmer
City Clerk

E. Contracts/Agreements

1. Approval of TRANSCO Agreement

Keith Lovell, Assistant City Attorney stated the City has reached a settlement with Transco regarding the in-service date of City capacity. It is recommended for Council authorization, and for the Mayor and City Clerk to sign the necessary documents after approval by the City Attorney, City Manager and Gas Director.

A motion to approve the TRANSCO Agreement once approved by the City Attorney was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

2. 51 Morningside Drive Gas Easement

Michael Hill, Assistant Gas Department Superintendent stated this easement is for the natural gas facilities to supply the new PetSmart store. This item is recommended for Council approval.

A motion to approve the 51 Morningside Drive Gas Easement was made by Council Member Cooley and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote: 5-0.

F. Other

1. Floyd County Taxes

Mr. Hill stated this is the tax bill from Floyd County for the City property and facilities there. It is recommended for Council approval to pay the charges in the amount of $5,789.23.

Motion to approve the taxes due to Floyd County was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote: 5-0.

G. Bid Award and Purchases

1. Bid 17-006 Phase II Recreation Buildings

Item # 1

Greg Anderson, Parks and Recreation Department Head Bid documents and design plans for Bid 17-006 Phase II Recreation Buildings were legally advertised on the City web site. Four buildings are included in this bid, Hicks Park and Cartersville Sports Complex restroom buildings, Senior Aquatic Center women's restroom expansion and Aubrey Street pool bathhouse.

Three competitive bids were received with there being a difference of $34,000.00 between the low and high base bids. The low base bid was $1,440,000.00, which exceeds the budgeted amount of $923,403.00 by $516,597.00.

City Staff met with the low bidder three times and had numerous phone and email conversations to come up with a dollar amount that works for our GO bond budget and provide the quality park improvements expected by the citizens of Cartersville.

Final proposed negotiated base bid price for all buildings is not to exceed $1,360,495.00. Not to exceed base bid does not include the proposed cost for HVAC on the Senior Aquatic Center. This price was not available when the agenda item was created. Proposed negotiated bid price exceeds the budget by $437,092.00 for the buildings.

The negotiated bid price for each building in Phase II Recreation buildings is: Hicks Park restrooms $286,545.00; Sports Complex $318,100.00; Aubrey St. Pool Bathhouse $431,650.00; Sr Aquatic Center Women's Restroom Expansion $324,200.00. The Total for Phase II Recreation buildings is $1,360,495.00.

It is recommended to approve the negotiated bid price in the amount of $1,360,495.00 from Womack, Lewis and Smith of Cartersville GA for the four buildings in Bid 17-006 Phase II Recreation Buildings and request Mayor Santini sign the agreement and any future documents related to this bid award.

A motion to approve Bid17-006 Phase II Recreation Buildings was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

2. RFP17-007 Aubrey Street Pool Replacement

Mr. Anderson stated RFP 17-007 Aubrey St. Pool Replacement was posted and legally advertised on the City website. There were three contractors at the pre-bid meeting, but only one bid was received. Their base bid of $399,000.00 was higher than the budget amount of $275,000.00 in the GO bond project list. Alternate 1 included the necessary demo of the existing retaining wall and construction of a new one for $27,302.00, which brings the total bid to $426,302.00.

As with the Phase II Recreation Buildings, since the bid price exceeds the budgeted amount it was negotiated with the bidder for a cost reduction. The contractor agreed to a reduction of $20,000.00 for allowing demo of the existing deck to be used as fill under the splash-pad and pool, bringing the negotiated bid price to $406,302.00.

It is recommended Aquatic Design Systems, with a bid of $406,302.00 for the construction of Aubrey St. pool as described in RFP 17-007 be approved Mr. Anderson requested City Council to permit Mayor Santini to sign the agreement and any related documents.

Item # 1

A motion to approve RFP17-007 Aquatic Design Systems to construct the Aubrey Street pool was made by Council Member Tonsmeire and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

3. Stormwater Components

Tommy Sanders stated the Stormwater Division of Public Works is requesting to purchase various stormwater components such as frame and grates, manhole covers and rings. These are all cast iron products needed to restock inventory. Three quotes were obtained and US Foundry is the lowest at $5,146.00. This is a budgeted item and Public Works recommends approval of this purchase.

A motion to approve the purchase of Stormwater Components was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

4. Belt Filter Press Sludge Pump

Bob Jones, Water Department Head stated quotes were requested for a new progressing cavity sludge pump for the #1 Belt Filter Press at the Water Pollution Control Plant (WPCP). This pump feeds digested sludge from the aerated digester onto the belt press for dewatering and ultimate disposal to agricultural fields. City Water requested a quote for repairing the existing pump, but found that repair was more expensive than a replacement. Additionally, City Water requested quotes on another brand of pump that would fit the existing suction and discharge piping. This solution cost more than the direct replacement.

Quotes for a new direct replacement Moyno Model 1G065G1CDQ3AAA progressing cavity pump were as follows: Carl Eric Johnson $9,348.04; Applied Industrial $12,713.02; Motion Industries no bid. Approval is recommended of the Carl Eric Johnson bid of $9,348.04.

A motion to approve the purchase of the Belt Filter Press Sludge Pump was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Council Member Tonsmeire made a motion to add an item to the agenda, and the motion was seconded by Council Member Tate. Motion carried unanimously. Vote: 5-0.

Mr. Lovell recommended approval of a resolution that would allow the City of Cartersville to participate in a class action lawsuit against online discount hotel/motel websites. These companies have allegedly not been paying their fair portion of hotel/motel taxes and City would like permission from Council to participate in the lawsuit. These taxes could be retroactively collected.

Item # 1

Motion to approve the resolution that's grants the City to participate in the lawsuit against online discount hotel/motel websites in Georgia was made by Council Member Tate and seconded by Council Member Tonsmeire.

Resolution No.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, on November 18, 2005, the City of Cartersville ratified and authorized the filing of a class action lawsuit by the City of Cartersville against a number of internet travel agencies, such as Hotels.com, Priceline.com and Expedia.com for short charging the City of Cartersville and other similarly situated municipalities on the hotel/motel occupancy taxes; and

WHEREAS, the above-referenced class action was partially settled and the City of Cartersville, as well as other municipalities and counties in the State of Georgia have been a benefactor of that settlement; and

WHEREAS, it has been brought to the City of Cartersville's attention that additional travel agencies and/or companies have been entering the market and failing to remit excise tax on the rental of rooms and/or facilities within the City of Cartersville and other similarly situated municipalities.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of Cartersville, Georgia that the City Attorney's Office hereby authorized to proceed with whatever actions are necessary, including, but not limited to, the filing of additional class action lawsuits, to collect any hotel/motel tax due to the City of Cartersville, and the Mayor and Coty Council are authorized to execute any documents in furtherance of said matter.

BE IT AND IT IS HEREBY RESOLVED this 21st day of September, 2017.

/s/ ______________________
Matthew J. Santini, Mayor

ATTEST:
/s/ ______________________
Meredith Ulmer, City Clerk

H. Monthly Financial Statement

1. July 2017 Financial Report

Item # 1

Tom Rhinehart, Finance Director stated the financial report for the month. Mr. Rhinehart gave a comparison of July 2016 to July 2017, stated the differences in each fund and how they have fluctuated, and went over the City's cash position. Mr. Rhinehart went over expense increases/decreases, and stated the City has paid off a firetruck early.

Announcements:

Mr. Anderson reminded everyone this weekend the City will be hosting the Wingfoot Classic.

Assistant Fire Chief King stated there will be maintenance siren testing conducted.

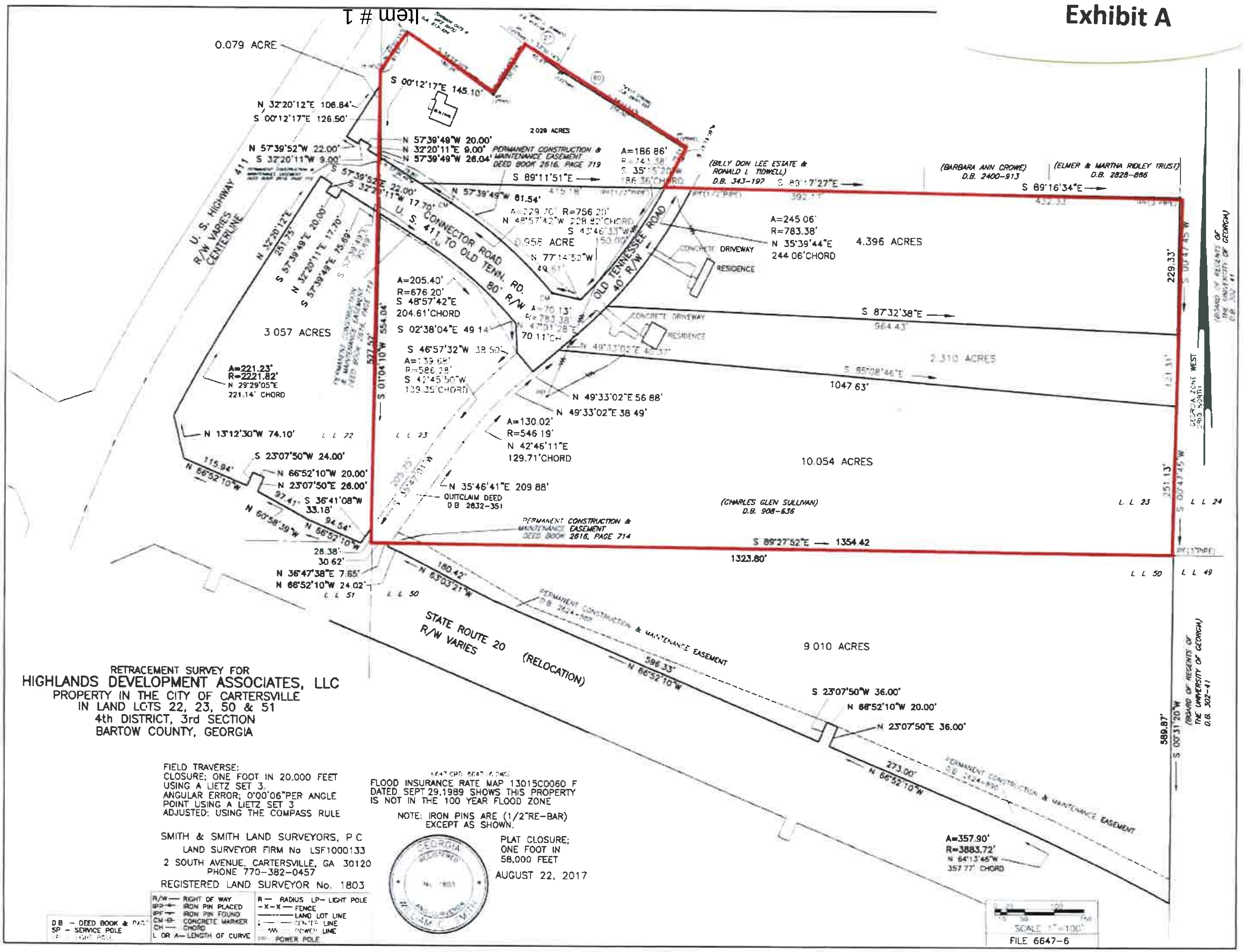
After announcements, a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0.

Meeting Adjourned

/s/ ______________________
Matthew J. Santini, Mayor

ATTEST:
/s/ ______________________
Meredith Ulmer, City Clerk

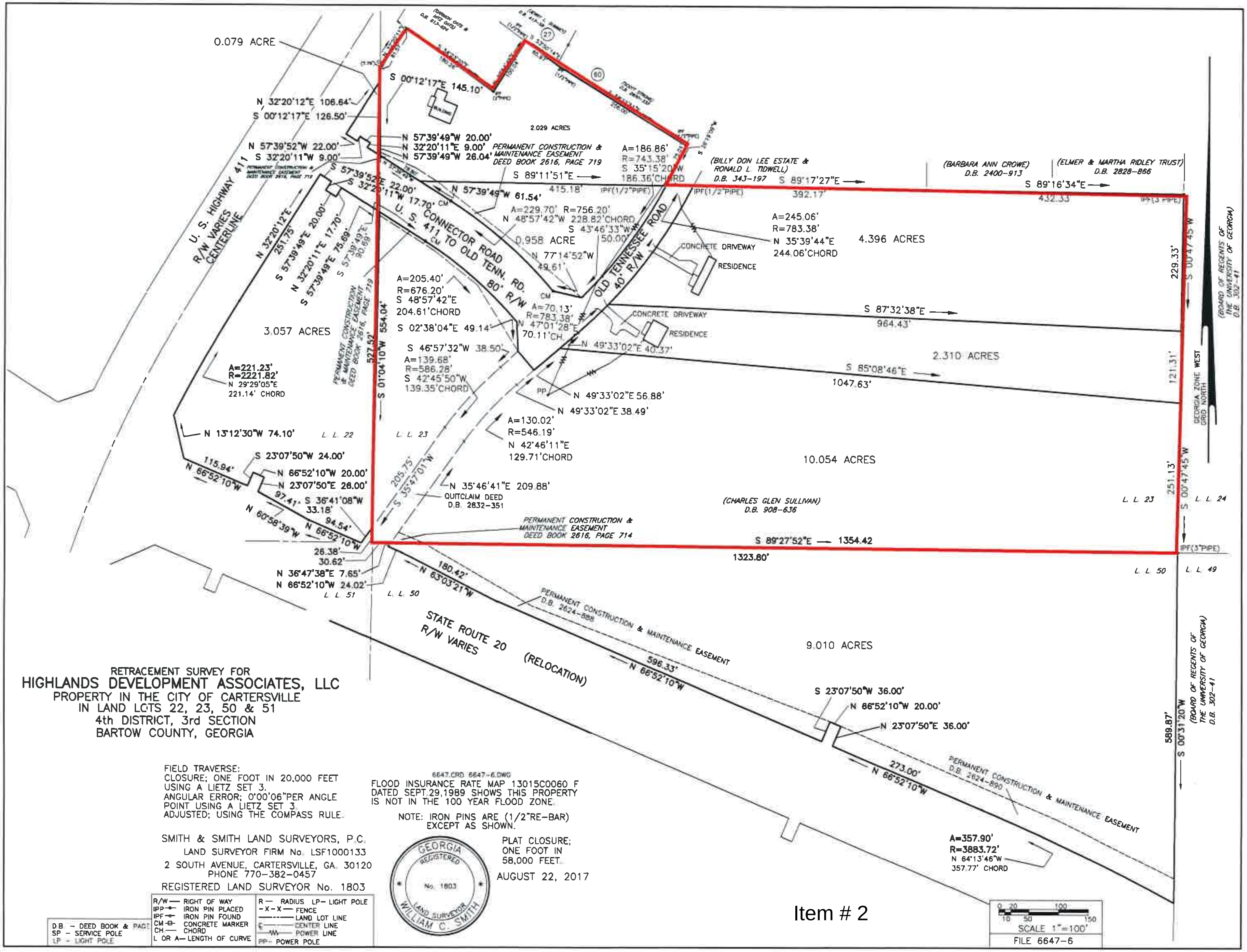
Exhibit A


Item # 1
RETRACEMENT SURVEY FOR
HIGHLANDS DEVELOPMENT ASSOCIATES, LLC
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 22, 23, 50 & 51
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0°00'06"PER ANGLE
POINT USING A LIETZ SET 3
ADJUSTED: USING THE COMPASS RULE
SMITH & SMITH LAND SURVEYORS, P C
LAND SURVEYOR FIRM No LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803
FLOOD INSURANCE RATE MAP 13015C0060 F
DATED SEPT 29,1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE
NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.
PLAT CLOSURE;
ONE FOOT IN
58,000 FEET
AUGUST 22, 2017
R/W — RIGHT OF WAY
IPP — IRON PIN PLACED
IPF — IRON PIN FOUND
CM — CONCRETE MARKER
CH — CHORD
L OR A — LENGTH OF CURVE
R — RADIUS
LP — LIGHT POLE
-X-X— FENCE
LAND LOT LINE
CENTER LINE
POWER LINE
POWER POLE
DB — DEED BOOK & PAGE
SP — SERVICE POLE
SCALE 1"=100'
FILE 6647-6
U. S. HIGHWAY 411
R/W VARIES
CENTERLINE
STATE ROUTE 20
R/W VARIES
(RELOCATION)
U. S. 411 CONNECTOR ROAD TO OLD TENN. RD.
80' R/W
OLD TENNESSEE ROAD
40' R/W
0.079 ACRE
2.029 ACRES
0.958 ACRE
3.057 ACRES
4.396 ACRES
2.310 ACRES
10.054 ACRES
9.010 ACRES
(BILLY DON LEE ESTATE & RONALD L TIDWELL)
D.B. 343-197
(BARBARA ANN CROWE)
D.B. 2400-913
(ELMER & MARTHA RIDLEY TRUST)
D.B. 2828-886
(CHARLES GLEN SULLIVAN)
D.B. 908-636
(BOARD OF REGENTS OF THE UNIVERSITY OF GEORGIA)
D.B. 302-41
PERMANENT CONSTRUCTION & MAINTENANCE EASEMENT
DEED BOOK 2616, PAGE 719
DEED BOOK 2616, PAGE 714
QUITCLAIM DEED
D.B. 2832-351
PERMANENT CONSTRUCTION & MAINTENANCE EASEMENT
RESIDENCE
CONCRETE DRIVEWAY
GEORGIA ZONE WEST
GRID NORTH
S 00°12'17"E 145.10'
N 32°20'12"E 106.84'
S 00°12'17"E 126.50'
N 57°39'52"W 22.00'
S 32°20'11"W 9.00'
N 57°39'49"W 20.00'
N 32°20'11"E 9.00'
N 57°39'49"W 26.04'
A=186.86'
S 89°11'51"E
N 57°39'49"W 61.54'
S 89°16'34"E
A=245.06'
R=783.38'
N 35°39'44"E
244.06' CHORD
S 87°32'38"E
964.43'
1047.63'
A=205.40'
R=676.20'
S 48°57'42"E
204.61' CHORD
S 02°38'04"E 49.14'
S 46°57'32"W 38.50'
N 77°14'52"W
N 49°33'02"E 56.88'
N 49°33'02"E 38.49'
A=130.02'
R=546.19'
N 42°46'11"E
129.71' CHORD
N 35°46'41"E 209.88'
S 01°04'10"W 554.04'
527.57'
A=221.23'
R=2221.82'
N 29°29'05"E
221.14' CHORD
N 13°12'30"W 74.10'
S 23°07'50"W 24.00'
N 66°52'10"W 20.00'
N 23°07'50"E 26.00'
S 36°41'08"W
33.18'
N 66°52'10"W
115.94'
97.41'
94.54'
N 60°58'39"W
28.38'
30.62'
N 36°47'38"E 7.65'
N 66°52'10"W 24.02'
180.42'
N 63°03'21"W
596.33'
N 66°52'10"W
S 23°07'50"W 36.00'
N 66°52'10"W 20.00'
N 23°07'50"E 36.00'
273.00'
N 66°52'10"W
A=357.90'
R=3883.72'
N 64°13'46"W
357.77' CHORD
S 89°27'52"E — 1354.42
1323.80'
229.33'
251.13'
589.87'
S 00°31'20"W
L L 22
L L 23
L L 24
L L 49
L L 50
L L 51

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
AZ17-03 - Annexation and Zoning Application

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	The annexation and zoning request is for 5 abutting properties located along Old Tennessee Rd. Zoning A-1 (Agriculture), R-2 (Residential), C-1 (Commercial) to G-C (General Commercial) Approx. 19.55 acres in order to expand the commercial and institutional-related development opportunities created by the realignment of Hwy 20 and improvements to the Hwy 20 and 411 intersection. The annexed parcels combined with the existing incorporated parcel along Hwy 20, approximately 24 acres, will be home to a new car museum. Incorporated and annexed parcels abutting Hwy 411, approximately 9 acres, will be dedicated for retail commercial applications. Planning Commission Recommendation: Planning Commission recommends approval, 5-0.
City Manager's Remarks:	The Planning Commission recommends City Council approval of this annexation/rezone. This item remains unchanged from first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	


RETRACEMENT SURVEY FOR
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PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 22, 23, 50 & 51
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
FIELD TRAVERSE:
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USING A LIETZ SET 3.
ANGULAR ERROR; 0°00'06"PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.
SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803
6647.CRD 6647-6.DWG
FLOOD INSURANCE RATE MAP 13015C0060 F
DATED SEPT.29,1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.
NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.
GEORGIA REGISTERED No. 1803 LAND SURVEYOR WILLIAM C. SMITH
PLAT CLOSURE;
ONE FOOT IN
58,000 FEET.
AUGUST 22, 2017
R/W — RIGHT OF WAY
IPP — IRON PIN PLACED
IPF — IRON PIN FOUND
CM — CONCRETE MARKER
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L OR A — LENGTH OF CURVE
R — RADIUS
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-X-X- FENCE
LAND LOT LINE
CENTER LINE
POWER LINE
PP — POWER POLE
DB - DEED BOOK & PAGE
SP - SERVICE POLE
LP - LIGHT POLE
Item # 2
SCALE 1"=100'
FILE 6647-6
U. S. HIGHWAY 411
R/W VARIES
CENTERLINE
STATE ROUTE 20
R/W VARIES
(RELOCATION)
U. S. 411 CONNECTOR ROAD TO OLD TENN. RD.
80' R/W
OLD TENNESSEE ROAD
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PERMANENT CONSTRUCTION & MAINTENANCE EASEMENT DEED BOOK 2616, PAGE 719
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PERMANENT CONSTRUCTION & MAINTENANCE EASEMENT D.B. 2624-888
PERMANENT CONSTRUCTION & MAINTENANCE EASEMENT D.B. 2624-890
CONCRETE DRIVEWAY
RESIDENCE
GEORGIA ZONE WEST
GRID NORTH
S 89°11'51"E 415.18'
S 89°17'27"E 392.17'
S 89°16'34"E 432.33
S 00°47'45"W 229.33'
S 87°32'38"E 964.43'
S 00°47'45"W 121.31'
S 85°08'46"E 1047.63'
S 00°47'45"W 251.13'
S 89°27'52"E 1354.42 1323.80'
S 01°04'10"W 554.04' 527.52'
S 00°12'17"E 145.10'
S 00°31'20"W 589.87'
N 63°03'21"W 180.42'
N 66°52'10"W 596.33'
N 66°52'10"W 273.00'
A=357.90' R=3883.72' N 64°13'46"W 357.77' CHORD
A=186.86' R=743.38' S 35°15'20"W 186.36'CHORD
A=245.06' R=783.38' N 35°39'44"E 244.06'CHORD
A=229.70' R=756.20' N 48°57'42"W 228.82'CHORD
A=205.40' R=676.20' S 48°57'42"E 204.61'CHORD
A=70.13' R=783.38' N 47°01'28"E 70.11'CH.
A=139.68' R=586.28' S 42°45'50"W 139.35'CHORD
A=130.02' R=546.19' N 42°46'11"E 129.71'CHORD
A=221.23' R=2221.82' N 29°29'05"E 221.14' CHORD
N 35°46'41"E 209.88'
S 35°47'01"W 205.75'
N 49°33'02"E 40.37'
N 49°33'02"E 56.88'
N 49°33'02"E 38.49'
S 43°46'33"W 50.00'
N 77°14'52"W 49.61'
S 02°38'04"E 49.14'
S 46°57'32"W 38.50'
N 57°39'49"W 61.54'
N 57°39'49"W 20.00'
N 32°20'11"E 9.00'
N 57°39'49"W 26.04'
N 32°20'12"E 106.64'
S 00°12'17"E 126.50'
N 57°39'52"W 22.00'
S 32°20'11"W 9.00'
S 57°39'52"E 22.00'
S 32°20'11"W 17.70'
N 32°20'12"E 251.75'
S 57°39'49"E 20.00'
N 32°20'11"E 17.70'
S 57°39'49"E 75.69'
S 57°39'49"E 90.69'
N 13°12'30"W 74.10'
S 23°07'50"W 24.00'
N 66°52'10"W 20.00'
N 23°07'50"E 28.00'
N 66°52'10"W 115.94'
S 36°41'08"W 33.18'
N 60°58'39"W 97.41'
N 66°52'10"W 94.54'
26.38'
30.62'
N 36°47'38"E 7.65'
N 66°52'10"W 24.02'
S 23°07'50"W 36.00'
N 66°52'10"W 20.00'
N 23°07'50"E 36.00'
IPF(1/2"PIPE)
IPF(3"PIPE)
L. L. 22
L. L. 23
L. L. 24
L. L. 49
L. L. 50
L. L. 51

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Chip Program Lien Release - 19 Oakdale Dr

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recomendation:	The Hannah’s are seeking to have the lien from the City of Cartersville removed and have met the necessary requirements. This is recommended for Council approval.
City Manager's Remarks:	City Council approval of this lien release is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Recordation Requested By:
Paul Hannah
19 Oakdale Drive
Cartersville, Georgia 30120
After Recording Mail To:
Paul and Brandy Hannah
19 Oakdale Drive
Cartersville, Georgia 30120

DEED TO SECURE DEBT CANCELLATION

TITLE OF DOCUMENT

State of Georgia

County of Bartow

THE indebtedness referred to in that certain Deed to Secure Debt from **Brandy Hannah and Paul Hannah** to **City of Carterville**, dated March 4, 2011 and recorded March 24, 2001, in Deed Book 2468, Page 525, Document/Reference No. 2841, in the Office of the Clerk of the Superior Court of Bartow County, State of Georgia, having been paid in full and the undersigned being the present record holder and owner of such deed, the Clerk of such Superior Court is authorized and directed to cancel that deed of record.

In witness whereof, the undersigned have set their hand and seal, this___________day of ______________________, 20____.

Signed, sealed and delivered in the presence of:

City of Carterville

BY: ____ **CORPORATE SEAL**
Printed Name & Title: ____________________________________

____
Unofficial Witness Signature

____
Unofficial Witness Printed Name

NOTARY STAMP/SEAL

____
Notary Public

____
Printed Notary Name
My Commission Expires: _______________

Date: ___________________________________

ATTEST:

/s/ _________________________________ [City of Cartersville Seal]
Meredith Ulmer
City Clerk

Item # 3

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Chip Program Lien Release - 705 Rowland Springs Rd

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recomendation:	Mr. Andrew Sexton participated in the Chip Program and has met the requirements. He has requested to have the lien removed from his property located at 705 Rowland Springs road. It is recommended for approval.
City Manager's Remarks:	City Council approval of this lien release is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Return Recorded Document to:
F. LEE PERKINS, P.C.,
327 E. MAIN ST.
CARTERSVILLE, GA 30120
File #L17652

STATE OF GEORGIA, COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, Made the _____ day of ______**, 2017**, between **THE CITY OF CARTERSVILLE** of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Andrew K. Sexton** of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, and in Land Lot 314 of the 4th District, 3rd Section, Bartow County, Georgia, and being Lot 2 of Belair Estates Subdivision, as shown by plat thereof recorded at Plat Book 3, Page 132, Bartow County, Georgia, records, which plat is incorporated herein by reference and made a part hereof for a more complete description of the property conveyed.

THIS DEED IS GIVEN FOR THE PURPOSE OF RELEASING THE WITHIN DESCRIBED PROPERTY FROM THAT CERTAIN SECURITY DEED BETWEEN THE PARTIES HEREIN DATED APRIL 29, 2010, RECORDED IN DEED BOOK 2419 PAGE 872, BARTOW COUNTY, GEORGIA, LAND RECORDS AND SECURITY DEED DATED APRIL 29, 2010, RECORDED IN DEED BOOK 2419, PAGE 876, BARTOW COUNTY, GEORGIA, LAND RECORDS.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

THE CITY OF CARTERSVILLE

Signed, sealed and delivered in the presence of:

_____________________________________(Seal)
BY:

____
(Unofficial witness)

_____________________________________(Seal)
ATTEST:

____
(Notary Public)

_____________________________________(Seal)

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
APGA Annual Membership Dues

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recomendation:	This is our annual membership dues for the American Public Gas Association. I recommend Council approval of the $8,184.12 invoice.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

American Public Gas Association

2018 APGA Membership Dues Invoice

Current Contact Information	Update Contact Information
❒ Yes. The information below is correct.	❒ No. Please update our information.
Gary Riggs	Main Contact:__________
Director	Title:__________
Cartersville Gas System	Company:__________
Po Box 1390	Address:__________
Cartersville, GA 30120-1390	City, State, Zip:__________
Phone: (770) 387-5642	Phone:__________
Fax: (770) 387-5638	Fax:__________
Email: griggs@cityofcartersville.org	Email:__________

Help us ensure that we have the most up-to-date contact information for your system! Please make any necessary changes/additions to the listing above or you may make changes to your record any time at www.apga.org. To request a username and password, please contact Simon Cook at scook@apga.org or (202) 464-2742. This information is used for APGA communications and will be published in the 2018 Annual Membership Directory. Thank you for your assistance!

2018 APGA Membership Dues

Dues Amount: $8,184.12
Number of Meters = 9,743

Membership dues for public gas systems with 501 to 60,000 meters are calculated at 84¢ per meter.

If the number of meters shown above is incorrect, please provide the correct number so we can update our records: __________

Membership includes:

- A voice on Capitol Hill and in the regulatory agencies that impact your public gas utility;
- Regulatory and operations updates;
- The APGA biweekly newsletter *Public Gas News;*
- The APGA quarterly magazine *The Source*;
- Training workshops and conferences;
- 24/7 access to the APGA Members Only section of the website (www.apga.org);
- Networking opportunities;
- The APGA Annual Directory; and
- APGA Weekly Updates.

2018 APGA Research Foundation Contribution

❒ My system would like to contribute to the APGA Research Foundation, and our contribution is included with our APGA Membership Dues in the amount of: $__________

❒ My system would like to contribute to the APGA Research Foundation, but please bill me in __________ (month) in the amount of: $__________

Note: The suggested Research Foundation contribution rate for public gas systems is 1 cent/Dth but you may contribute at any rate.

Please return a copy of this invoice with your payment. APGA Federal Tax ID: 52-0805605

Item # 5

AMERICAN PUBLIC GAS ASSOCIATION

September 20, 2017

Gary Riggs
Director
Cartersville Gas System
Po Box 1390
Cartersville, GA 30120-1390

Dear Gary,

At the end of July, APGA members met at the Annual Conference in San Francisco. It is always a pleasure to get together and catch-up with folks from the public gas system community.

In San Francisco, APGA members unanimously approved a dues rate of 84¢/meter for 2018. This 4¢/meter rate increase is consistent with the third year of the Board-approved three-year dues plan. An invoice for your 2018 APGA membership dues is included with this letter. Your continued support is essential since it is only through the joint action of APGA that public gas utilities will continue to achieve even greater things.

As you know, we face many challenges as public gas utilities that serve our communities. These challenges include several efficiency rules and codes and standards that tend to push people away from natural gas appliances by taking away customer choice. Make no mistake, our industry faces threats on many levels, and it is through APGA we can work diligently together to address these threats head on so our communities and customers may continue to enjoy abundant and affordable natural gas long into the future.

The APGA board and leadership are very concerned about the current string of mild winters and the direct impacts that follow on the financial health of our members. In light of this concern, and in consideration of the cash-flow challenges some of our members experience before winter invoices are paid, we understand and will accommodate dues payments after the first of the year.

After a very successful Operations Conference in 2016, APGA will be holding a 2017 Operations Conference on November 13-15 in Chattanooga, TN. This conference will educate attendees on current best practices and strategies to operate a safer and more efficient natural gas utility. Conference attendees will hear and participate in— (1) reports from industry experts; (2) roundtable discussions with utility peers; (3) breakout sessions on specified safety topics; and, (4) updates on safety regulations. In addition, attendees will earn engineering continuing education credits as well as up to 12.5 hours of Tennessee Utility Commissioner continuing education credits. Information on the APGA Operations Conference is available on the APGA website at www.apga.org/chattanooga.

Thank you for your continued support of APGA and I look forward to working with you over the next year and into the future.

Sincerely,

J. Gregory Henderson

Greg Henderson
Chairman of the APGA Board of Directors and
President and CEO, Southeast Gas, Andalusia, AL

201 Massachusetts Avenue, NE
Suite C-4
Washington, DC 20002

202.464.2742 (tel)
202.464.0246 (fax)
www.apga.org

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
FY 2016-17 Budget Amendment

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recomendation:	After completion of the Fiscal Year 2016-17 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	This is the standard year end close out budget amendment. It is recommended for City Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.______

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2016 - 2017 budget.

2016 - 2017 Budget Summary

Item # 6

General Fund	**Revenues**	**Expenditures**
Revenues	$39,579,235	
Expenditures:		
Legislative		$16,777,440
Administration		$ 1,185,210
Finance Dept.		$ 1,215,420
Customer Service Dept.		$ 774,265
Police		$ 5,585,570
Fire		$ 6,938,240
Municipal Court		$ 255,650
Public Works		$ 2,498,730
Recreation		$ 3,104,060
Planning & Development		$ 1,044,735
Downtown Development Authority		$ 199,915
Special Revenue Funds		
GO Park Bonds Series 2014	$ 4,441,550	$ 4,441,550
SPLOST – 2003	$ 387,415	$ 387,415
SPLOST – 2014	$ 2,150,760	$ 2,150,760
DEA	$ 266,970	$ 266,970
State Forfeiture	$ 23,930	$ 23,930
Hotel/Motel Tax	$ 819,275	$ 819,275
Motor Vehicle Rental Tax	$ 73,600	$ 73,600
Grant Funds	$ 286,675	$ 286,675
Impact Fees	$ 0	$ 0
Business Improve Dist Tax	$ 25,245	$ 25,245
Development Fees	$ 23,165	$ 23,165
Cartersville Building Auth	$ 2,276,400	$ 2,276,400
Supplemental Disaster Rec	$ 190	$ 190

<u>Enterprise Funds</u>		
Fiber Optics	**$ 1,895,220**	**$ 1,895,220**
Electric	**$49,703,855**	**$49,703,855**
Gas	**$30,336,305**	**$30,336,305**
Solid Waste	**$ 2,380,750**	**$ 2,380,750**
Stormwater	**$ 1,446,250**	**$ 1,446,250**
Water & Sewer	**$20,836,040**	**$12,036,130**
Water Pollution Control Plant		**$ 3,555,690**
Water Treatment Plant		**$ 5,244,220**
<u>Internal Service Fund</u>		
Garage	**$ 850,480**	**$ 850,480**

Item # 6

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of October 2017. First Reading.
ADOPTED this ___ day of October 2017. Second Reading.

/s/____________________
Matthew J. Santini
Mayor

ATTEST:

/s/______________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Dellinger Park Scoreboard Sponsorship - Appendix A Revised - Fee Schedule

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	Council approved the Dellinger Park – Scoreboard - Operation, Sponsorship and Maintenance Agreement and Appendix A at the August 17, 2017 Council meeting. Appendix A was the associated fee schedule for the agreement. CPRD staff has been unsuccessful selling any scoreboard sponsorships and the fee schedule will be reduced. I recommend approval of Revised Appendix A – Fee Schedule.
City Manager's Remarks:	City Council approval of the Revised Fee Schedule is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Appendix A - Revised

Cartersville Parks and Recreation
Dellinger Park Scoreboard Sponsorship
Revised Fee Schedule – October 5, 2017

All sponsorships are for 5-years

Football Scoreboard

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Panel #1	4'H x 24'W	$5,000.00	____________________
or			
Panel #1 – A	4'H x 8'W	$2,000.00	____________________
Panel #1 – B	4'H x 8'W	$2,000.00	____________________
Panel #1 – C	4'H x 8'W	$2,000.00	____________________
or			
Panel #1 – D	4'H x 6'W	$1,500.00	____________________
Panel #1 – E	4'H x 6'W	$1,500.00	____________________
Panel #1 – F	4'H x 6'W	$1,500.00	____________________
Panel #1 – G	4'H x 6'W	$1,500.00	____________________

Softball Scoreboard

Panel Size Options (Same for Fields #1 - #6)

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Field # ________ (1 – 6) Panel #1	8'H x 4'W	$2,000.00	____________________
or			
Field # ________ (1 – 6) Panel #1 – A	4'H x 4'W	$1,250.00	____________________
Field # ________ (1 – 6) Panel #1 – B	4'H x 4'W	$1,250.00	____________________

Note: Softball Fields #4 - #6 fee schedule for sponsorship is 50%

OPERATION, SPONSORSHIP, AND MAINTENANCE AGREEMENT

This Operation, Sponsorship, and Maintenance Agreement (hereinafter referred to as "Agreement') is made and entered into as of the _____ day of ____________, 2017 by and between the City of Cartersville, a Municipal Corporation of the State of Georgia (hereinafter "City") and _____________________________ (hereinafter "Sponsor").

WITNESSETH:

WHEREAS, Sponsor desires to place advertising on the scoreboard indicated below and to provide for the operation and maintenance of the indicated scoreboard by the City; and

WHEREAS, Sponsor and the City agree to provide for the sponsorship, maintenance, and operation of the scoreboard as provided for herein; and

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Sponsor and City agree as follows:

1. That in order to operate and maintain the scoreboard indicated below, it is necessary to have funds provided by a sponsor, to insure adequate operation and maintenance of said scoreboard.

2. In exchange for the provisions of said funds, the Sponsor shall have the right to provide a logo as detailed herein.

3. Appendix A attached to and incorporated herein by reference, details the available signs and panels as indicated therein.

4. Sponsor shall agree to pay the fees indicated on the Fee Schedule referenced on Appendix A for each sign and/or panel selected; for a five (5) year term, which may be extended once for an additional five (5) year terms on the same terms and conditions as provided for in the initial term.

Payments shall be as follows:

a) A first payment of sixty (60%) percent of the total sum upon execution of this Agreement by both parties.

b) A second and final payment of the remaining forty (40%) percent balance is due on the first anniversary date of the execution of this Agreement.

5. In exchange for said payment, the City shall operate and maintain the above referenced scoreboard, and shall provide first logo (as approved by Sponsor), and will install a new sign after 5-years. If Sponsor wishes to change the logo/artwork, said changes will be the responsibility of the Sponsor. If Sponsor wishes to change the sign before the 5 years, it will be Sponsor's responsibility for artwork, sign and installation, unless sign is damaged, then it is the City's responsibility to replace said artwork, sign and installation. The City agrees to advertise Sponsor's provided logo on the scoreboard

6. The Sponsor shall not display any logo for any illegal purposes; nor in any manner to create any nuisance or trespass.

7. Sponsor accepts the scoreboard in its present condition as suited for the use intended use by Sponsor.

8. If the scoreboard is totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the scoreboard is taken pursuant to condemnation proceedings, this Agreement shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between the City and Sponsor as of the date within the period provided above. City shall rebuild the premises in a reasonable time and with due diligence with this Agreement remaining in force except that Sponsor's obligation shall abate until the scoreboard is restored to a tenantable condition. If the scoreboard is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Sponsor in its operations, this Agreement shall not terminate but City shall restore the Scoreboard to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Sponsor's obligation shall abate in such proportion as use of the Scoreboard has been destroyed and when the Scoreboard is restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Scoreboard taken and the rent rate for such area.

9. It is mutually agreed that in the event Sponsor shall default in Sponsor's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Sponsor shall default in the performance of any of the terms or provisions of this Agreement other than the provisions requiring the payment of rent and such default continues for a period of thirty (30) days after notice from City, or if Sponsor is adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, City at its option, may at once terminate this Agreement by written notice to Sponsor and thereupon this Agreement shall end. Upon such termination by City, Sponsor will at once surrender possession of the Scoreboard to City and remove all of Sponsor's effects therefrom; and City may forthwith re-enter the Scoreboard and repossess itself thereof, and remove all persons and all effects therefrom, using such force as necessary without being guilty of trespass, forcible entry or detainer or other tor.

10. No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect City's right to collect rent for the period prior to termination thereof.

11. If any obligation or funds owing under this Agreement are collected by or through an attorney-at-law, Sponsor agrees to pay City's attorney's fees, not to exceed fifteen (15%) percent of such collection. If Sponsor shall bring suit to enforce City's obligations hereunder, Sponsor shall be entitled to recover its attorney's fees if Sponsor prevails in such action.

12. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.

13. Notices may be sent to the follows:

City:	Sponsor:
City of Cartersville Attention: City Manager PO Box 1390 Cartersville, GA 30120	______________________ ______________________ ______________________ ______________________

14. This Agreement has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion of this Agreement should be prohibited or invalid under such law, such provisions hall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Agreement.

15. Time is of the essence. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. This Agreement may be altered, amended or terminated by a written agreement signed by City and Sponsor.

18. See Appendix A (Fee Schedule – Dellinger Park Scoreboard Sponsorship)

-THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

CITY:

Signed, sealed and delivered this ___ day of _____________, 2017.

CITY OF CARTERSVILLE

____
Witness

By:_________________________________
Matthew J. Santini, Mayor

____
Notary Public

Attest:______________________________
Meredith Ulmer, City Clerk

[AFFIX SEAL]

My Commission Expires:_______________

SPONSOR:

Signed, sealed and delivered this ___ day of _____________, 2017.

____
(Print legibly name of Sponsor on this line)

____
Witness

By:_________________________________

____
Notary Public

Its:_________________________________

[AFFIX SEAL]

My Commission Expires: _______________

Appendix A

Cartersville Parks and Recreation
Dellinger Park Scoreboard Sponsorship
Fee Schedule – August 2017

All sponsorships are for 5-years

Football Scoreboard

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Panel #1 or	4'H x 24'W	$12,000.00	____________________
Panel #1 – A	4'H x 8'W	$4,500.00	____________________
Panel #1 – B	4'H x 8'W	$4,500.00	____________________
Panel #1 – C or	4'H x 8'W	$4,500.00	____________________
Panel #1 – D	4'H x 6'W	$3,500.00	____________________
Panel #1 – E	4'H x 6'W	$3,500.00	____________________
Panel #1 – F	4'H x 6'W	$3,500.00	____________________
Panel #1 – G	4'H x 6'W	$3,500.00	____________________

Softball Scoreboard

Panel Size Options (Same for Fields #1 - #6)

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Field # ________ Panel #1 (1 – 6) or	8'H x 4'W	$4,000.00	____________________
Field # ________ Panel #1 – A	4'H x 4'W	$2,250.00	____________________
Field # ________ Panel #1 – B	4'H x 4'W	$2,250.00	____________________

Note: Softball Fields #4 - #6 fee schedule for sponsorship is 50%

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Bid 17-010 - Dellinger Park Covered Pavilions Construction

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	"Bid 17-010 – Dellinger Park Covered Pavilions Construction" documents were advertised on city web site and in Daily Tribune legal ads. Four new covered pavilions will replace existing shelters with the one directly behind Field #1 constructed closer to the back parking area. The design created by Haigler Systems presents shelters with rock base columns, exposed heavy-trusses with flat-steel metal plates and exposed tongue & groove roof decking. Three (3) shelters will be 30' x 50' and one (1) shelter will be 30' x 84'. The new shelters will be 6' wider and 4' longer than the old shelters. The new shelters will have 5' concrete apron around all sides, LED lighting and ample electrical receptacles for our patrons. Amenities provided/installed by Parks & Recreation include shelter grills, water fountains and trash receptacles. ADA compliant sidewalks from parking area to shelters and from shelter to shelter will be constructed by a contractor, to be determined by a later bid. This project is funded by the GO Park Bond ($300,000.00) and a Land, Water and Conservation Fund grant ($100,000.00) that was awarded to Cartersville Parks and Recreation Department in 2016. Eight (8) bids were returned for this project. As of 10/2, staff has spoken with 2 of the 4 references for the low bidder and both stated that there were no reports of problems with the company and one stated that they were a "solid group" to work with. The company's COO and staff reviewed bid specifications to insure project requirements will be met as stated. Bid #17-010 package may be viewed in the City Clerk's office. Recreation staff recommends approval of the low base bid of $347,900.00 from Elements of Construction, of Cartersville GA. All required documentation was received. Staff is also requesting City Council approve Mayor Santini to sign all required documents related to Bid 17-010.

City Manager's Remarks:	City Council approval of the low bid from Elements of Construction is recommended.
Financial/Budget Certification:	This is a budgeted item and is a GO Park and Recreation funded project.
Legal:	All required documentation was received.
Associated Information:	

City of Cartersville
Dellinger Park Covered-Pavilions Construction
Bid #17-010

PROPOSAL FORM

In compliance with your invitation to Bid for the above project, having examined the drawings, specifications in Work Scope and Appendix A, related documents and the site of proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, we hereby propose to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, specifications, and drawings, within the time and prices stated below.

Acknowledgement the receipt of Addendum numbered ____1____ through __2__.

Acknowledgement of the right of Owner to accept any proposal, to reject any or all proposals, and to waive any informality in bidding.

After Notice to Proceed is received, we will begin work within fifteen – (15) calendar days and complete project (x) Calendar days. Construction of the four – (4) covered pavilions is expected to be completed by April 6, 2018. We agree to pay liquidated damages to the owner in the sum of Two-Hundred Dollars ($200) for each consecutive day after April 6, 2018.

Project Description

This bid package is for the construction of Dellinger Park Covered-Pavilions including all work shown of Work Scope and Appendix A, dated September 1, 2017, and Specifications to include but not limited to the following items.

Any light grading after City of Cartersville completes demolition of existing covered-pavilions and prepared dirt pads necessary to provide a complete project for construction of four – (4) covered pavilions. The lowest and best bid will be recommended to Cartersville City Council.

Base Bid

The base bid includes any light grading on pads and any items necessary to provide the construction of four – (4) covered-pavilions as shown in Work Scope and Appendix A and any related documents.

PROPOSAL FORM – CONTINUED:

Lump Sum
The bid shall consist of a lump sum price for the construction of the base bid project as described above. The lump sum price shall include the furnishing of all labor, material, supplies and services, and shall include all items of cost, overhead, and profit for contractor and any subcontractors involved.

TOTAL BASE BID: $347,900.00 **DOLLARS**

Alternates

The following items are considered independent values from the base bid project value stated above. The owner reserves the right to accept or reject any and all values presented below. The Owner reserves the right to any number of Alternate Bids listed below and they may be accepted in which order is most beneficial to Owner. Alternate Bids listed may be either Additive or Deductive to the Base Bid value and it the responsibility of Bidder to determine this value. Alternate values are considered all-inclusive values for work to be performed.

Alternate 1:
Truss as stated on page A3.1 S2.2, Using TimberStand material or equal, simulating weathered wood for Truss members with black steel plates similar to configuration shown on drawings.

Total Alternate 1: Add or Deduct $228,000.00 **Dollars**

Alternate 2:
Stone Columns on corner column of each pavilion, per specifications in Appendix A. Remaining columns will be framed cement-fiber as shown in Alternate 2 column on page A3.1 of Appendix A

Total Alternate 2: Add or Deduct $5,000.00 **Dollars**

Alternate 3:
All columns on all pavilions will be framed cement-fiber framed as shown in Alternate 2 column on page A3.1 of Appendix A

Total Alternate 3: Add or Deduct $5,000.00 **Dollars**

PROPOSAL FORM – CONTINUED

Alternate 4
Finish under-side of tongue & groove with wood sealer (minimum of 2-coats).

Total Alternate: Add or Deduct $40,000.00 **Dollars**

BIDDER: ELEMENTS OF CONSTRUCTION, INC BY: JOHN WINNENBERG

TITLE: COO SIGNATURE:

ADDRESS: 30 RIVER COURT, BLDG F

PHONE NUMBER: 770-386-4500 Email: johnw@eocinc.net

REFERENCE LIST

NAME, ADDRESS, AND CONTACT INFORMATION OF FOUR – (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED ON PAGE 4.

1. COMPANY: DEPARTMENT of THE AIRFORCE / FA8501-16-C-0021

   CONTACT: Brandon Jones

   ADDRESS: 375 Perry St. BLD 255 Robins AFB, GA. 31098-1672

   PHONE: 478-926-5151 EMAIL: Brandon.Jones.96@US.AF.MIL

2. COMPANY: DEPARTMENT of THE AIRFORCE /FA 8501-15-C-0019

   CONTACT: Angiela Broner Email:Angelia.Broner.3@US.AF.MIL

   ADDRESS: 375 Perry St. BLD 255 Robins AFB, GA. 31098-1672/Phone:478-222-1541

3. COMPANY: DEPARTMENT of NATURAL RESOURCES/GA STATE FINANCE

   CONTACT: Shirley North

   ADDRESS: 270 Washington St., Atlanta, GA 30334

   PHONE: 404-463-5734 EMAIL: Shirley.North@GSFIC.GA.GOV

4. COMPANY: UNITED STATES DEPARTMENT of AGRICULTURE/AG-32SD-C-15005

   CONTACT: Terry Krute

   ADDRESS: 141 Experiment Station Rd., Stine Ville, MS 38776

   PHONE: 662-686-5361 EMAIL: Terry.Krute@ARS.USDA.GOV

SAVE AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

JOHN WINNENBERG
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

ELEMENTS OF CONSTRUCTION, INC
[Name of business, corporation, partnership]

1) X I am a United States citizen

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

SHERILEN THOMAS
MY COMMISSION EXPIRES
OCT. 19
2019
BARTOW CO., GEORGIA
NOTARY PUBLIC

Signature of Applicant: 9/19/2017 Date

JOHN WINNENBERG
Printed Name:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28 DAY OF Sept, 2017

*
Alien Registration number for non-citizens

Notary Public
My Commission Expires: 10/19/2019

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

E-VERIFY
CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

215654
EEV/Basic Pilot Program* User Identification Number

JOHN WINNENBERG
BY: Authorized Officer or Agent (Contractor Name)

9/19/2017
Date

ELEMENTS OF CONSTRUCTION, INC
Contractor/Entity Name

COO
Title of Authorized Officer or Agent of Contractor

30 RIVER COURT, BLDG F , CARTERSVILLE, GA 30120
Contractor Address

JOHN WINNENBERG
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF Sept., 2017

Notary Public
My Commission Expires: 10/19/19

SHERILEN THOMAS
MY COMMISSION EXPIRES
OCT. 19
2019
BARTOW CO., GEORGIA
NOTARY PUBLIC

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY P. O. Box 1990 Cartersville GA 30120	CONTACT NAME: Jennifer Hammock PHONE (A/C, No, Ext): (770) 386-0466 FAX (A/C, No): (770) 386-3164 E-MAIL ADDRESS: jhammock@starrmathews.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Berkley Southeast
INSURED Elements of Construction, Inc. 30 River Court SW Building F Cartersville GA 30120	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 2017-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER			CPA4373675	4/22/2017	4/22/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employment Practices Liability	$ 100,000
A	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS			CPA4373675	4/22/2017	4/22/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 2,000
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			CPA4373675	4/22/2017	4/22/2018	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA4373676	4/22/2017	4/22/2018	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Elements of Construction, Inc.
30 River Court SW
Bldg F
Cartersville, GA 30120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie Ballard/JHH Melanie S. Ballard

Item # 8

Liberty Mutual.
SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Elements of Construction, Inc.

of 30 River Court Building F Cartersville, GA 30120

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Cartersville

of 100 Pine Gorve Rd. Cartersville, GA 30120

(hereinafter called the Obligee) in the penal sum of Five Percent of the Total Amount Bid

Dollars 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated September 28, 2017 for Dellinger Park Covered Pavilions Construction Bid 17-010

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: September 25, 2017

Elements of Construction, Inc.
(Principal)

By:

The Ohio Casualty Insurance Company

By:
David K. Mahler (Attorney-in-Fact)

Item # 8

S-137-Rev.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7792953

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David F. Druml; David K. Mahler

all of the city of Foster City, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of June, 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item # 8

LMS_12873_022017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On September 25, 2017 before me, Soy Wong, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared David K. Mahler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SOY WONG
Commission # 2051554
Notary Public - California
San Mateo County
My Comm. Expires Dec 12, 2017

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______ Document Date: ______
Number of Pages: ______ Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Bid 17-007
Dellinger Park Covered-Pavilions Construction
Bid Tally

	Contractor/Bid/City	Ack. Add.	Base Bid	Alt. #1	Alt. #2	Alt. #3	Alt. #4	SAVE	Everify	Everify Sub.	Bid Bond	P.P. Bond	Ins	Ref.
1	Mid-Atlantic Renovation, Inc. Norcross GA	√	$447,500.00	$0.00	Add $7,800.00	Deduct $7,800.00	$0.00	√	√	NA	√	√	No	√
2	Elements of Construction, Inc. Cartersville GA	√	$347,500.00	Add $228,000.00	Deduct $5,000.00	Deduct $5,000.00	Add $40,000.00	√	√	NA	√	√	√	√
3	Diversified Const. of GA, Inc. Tucker GA	√	$680,650.00	Deduct $37,500.00	Deduct $15,444.00	Add $3,720.00	Deduct $6,390.00	√	√	NA	√	√	√	√
4	Womack, Lewis & Smith Const., Inc. Cartersville GA	√	$437,160.00	Add $520,000.00	Deduct $4,000.00	Deduct $9,000.00	Add $8,000.00	√	√	NA	√	√	√	√
5	W.O. Kilfore Construction, Inc. Carrollton GA	√	$425,300.00	Add $12,120.00	Deduct $11,145.00	Deduct $19,950.00	Add $1,920.00	√	√	√	√	√	√	√
6	Lovvorn Construction, Inc. Atlanta GA	√	$519,000.00	Add $22,660.00	Deduct $7,000.00	Deduct $18,373.00	Deduct $7,042.00	√	√	NA	√	√	√	√
7	AB Construction, Inc. Dallas GA	√	$374,160.00	Add $124,200.00	Deduct $8,000.00	Deduct $14,400.00	Deduct $800.00	√	√	NA	√	√	√	√
8	D.A. Edwards & Company, Inc. Atlanta Ga	√	$541,000.00	Add $38,000.00	Deduct $11,000.00	Deduct $19,000.00	Add $27,000.00	√	√	NA	√	√	√	√

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Dellinger Park GO Bond Projects

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	The first project was for concrete used for the bleacher pads for Fields 4, 5 & 6. The invoice from Wayne Davis Concrete totaled $6,367.60 and will be paid from account #310-1518-54-1631. The second project was for gravel used for the base around concession and softball fields 1,2 & 3. The invoice from Vulcan Materials totaled $5,021.92 and will be paid from account #310-1518-54-1632. I recommend City Council approve payment of these invoices.
City Manager's Remarks:	City Council approval of the listed invoices is recommended.
Financial/Budget Certification:	These were budgeted items to be paid from the GO Park and Recreation bond proceeds.
Legal:	
Associated Information:	

WDC
WAYNE DAVIS CONCRETE CO.
10 Wayne Davis Drive • PO Box 247
Tallapoosa, GA 30176

PLANT LOCATIONS:

CALHOUN
JASPER
BALLGROUND
ELLIJAY
TYRONE
UNION CITY
TALLAPOOSA
CARROLLTON
VILLA RICA
HIRAM
ROCKMART
DOUGLASVILLE
DALLAS

I N V O I C E

---------------Customer---------------
CITY OF CARTERSVILLE
P O BOX 1390
CARTERSVILLE GA 30120

---------- Delivery Address ----------

DILLINGER PARK CARTERSVILE GA

Invoice Number : 414032
Invoice Date : 08-24-2017
Customer Number : 41604
Project Code :
Order Number : 34
Page Number : 1
Purchase Order# :

--------------- Terms ---------------
$1.00 PER YARD NET 10TH PROX
---------------Usage---------------

Ticket Date	Plant	Product Description	Quantity	Price	Extended Price
08-24-2017	5	3000 PSI AIR	58.00 cy	109.00	6,322.00
08-24-2017	5	ENVIRONMENTAL CHARGE-PER LOA	7.00 ea	6.50	45.50
08-24-2017	5	MINIMUM LOAD CHARGE	1.00 ea	0.00	0.00

Ticket Number(s) On Invoice:
* 50128871, 50128873, 50128876, 50128877, 50128879
* 50128890, 50128895

Thank You for using Wayne Davis Concrete!

CRec
SEP - 1 2017

APPROVED
RECREATION DEPT
DATE APPROVED 9 / 26 / 17
DEPT HEAD: GM
CITY MGR

CHARGE ACCOUNT(S)	AMOUNT
100 - 5100 - .	
100 - 5100 - .	
310 - 1516 - 54 - 1631	636750
- . .	
TOTAL	636750

Discount Of $58.00 May Be Taken If "Invoice Total" Is Paid By Sep-10-2017

Total Yards	Sub Total	Sales Tax	INVOICE TOTAL
58.00	6367.50	0.00	6,367.50

SUBJECT TO TERMS AND CONDITIONS ON THE REVERSE SIDE.

Item # 9

PLEASE REMIT TO:
PO BOX 247
TALLAPOOSA, GA 30176

BILLING CONTACT
(770) 574-2326
(678) 573-3303 FAX

Attachment number 2 \nPage 1

Vulcan Materials Company
and Subsidiaries
VULCAN CONSTRUCTION MATERIALS, LLC

INVOICE

SHIP TO:
DELLINGER PARK
For Use By City Forces
CARTERSVILLE, GA 30121

SOLD TO:
CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE GA 30120-1390

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Vulcan Construction Materials,LLC
PO Box 101131
Atlanta, GA 30392-1131, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	5189-6200
INVOICE NO:	12240713
INVOICE DATE:	09/14/2017
INVOICE AMT:	5,021.92
ORDER:	554478
DUE DATE:	10/15/2017

Item # 9

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TOTAL QUANTITY:	TOTAL LOADS:	TAXES:	PERCENT:	AMOUNT:	SALES TAX:	FEES:	TOTAL PRODUCT:	TOTAL FREIGHT:	TOTAL OTHER:	Pay this AMOUNT:
282.13	15.00				0.00		5,021.92	0.00	0.00	$5,021.92

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
10055 Tom Gay				Non-taxable	NET15THPROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
12240713	09/14/2017	5189-6200	1735-112	BARTOW	554478		PICKUP

TICKET DETAIL

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT UOM	PRODUCT QTY	PRODUCT PRICE	FREIGHT UOM	FREIGHT QTY	FREIGHT PRICE	ADDED CHARGES UOM	ADDED CHARGES QTY	ADDED CHARGES PRICE	AMOUNT
09/07/2017	1125724	6440	STANDARD	14190	CRUSHED STONE BASE	T	19.29	17.80							343.36
	1125725	6424	STANDARD	14190	CRUSHED STONE BASE	T	18.94	17.80							337.13
	1125731	6440	STANDARD	14190	CRUSHED STONE BASE	T	19.08	17.80							339.62
	1125736	6424	STANDARD	14190	CRUSHED STONE BASE	T	19.35	17.80							344.43
	1125743	6440	STANDARD	14190	CRUSHED STONE BASE	T	18.62	17.80							331.44
	1125746	6424	STANDARD	14190	CRUSHED STONE BASE	T	18.44	17.80							328.23
	1125753	6424	STANDARD	14190	CRUSHED STONE BASE	T	18.04	17.80							321.11
							131.76								2,345.32
09/08/2017	1125774	6440	STANDARD	14190	CRUSHED STONE BASE	T	19.17	17.80							341.23
	1125780	6424	STANDARD	14190	CRUSHED STONE BASE	T	18.46	17.80							328.59
	1125792	6440	STANDARD	14190	CRUSHED STONE BASE	T	19.02	17.80							338.56
	1125796	6424	STANDARD	14190	CRUSHED STONE BASE	T	19.28	17.80							343.18
	1125810	6440	STANDARD	14190	CRUSHED STONE BASE	T	18.40	17.80							327.52
	1125811	6424	STANDARD	14190	CRUSHED STONE BASE	T	18.25	17.80							324.85

DP: Tedball/Softball Area

APPROVED
RECREATION DEPT
DATE APPROVED 9/20/17
DEPT HEAD: CM
CITY MGR

CHARGE ACCOUNT(S)	AMOUNT
100 - 5100 -	
100 - 5100 -	
310 - 1516 - 54 - 1632	5021.92
- - -	
TOTAL	5021.92

Rec
SEP 19 2017

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
VULCAN CONSTRUCTION MATERIALS,LLC

CONTINUED ON NEXT PAGE

1185 1 AB 0.403 E0036 I0096 D2831829031 S2 P4636371 0003:00

Vulcan Materials Company

INVOICE #	INVOICE DATE	CUSTOMER NUMBER
12240713	09/14/2017	5189-6200

TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
09/08/2017	1125818	6440	STANDARD	14190	CRUSHED STONE BASE	T	18.77	17.80							334.11
	1125819	6424	STANDARD	14190	CRUSHED STONE BASE	T	19.02	17.80							338.56
							150.37								**2,676.60**

Item # 9

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Towable Air Compressor

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	The Electric Department is asking for permission to purchase a towable air compressor to replace a 1994 compressor purchased years ago from an Army surplus sale and passed on to our department. It is used frequently to power jack hammers and other compression tools and the garage said parts for this model are no longer available. This is a budgeted item and the attached Bid Sheet includes details from three bidders. The Electric Department requests Council approval for the purchase of a towable air compressor from Action Rent All, in Cartersville, for the purchase price of $19,900.66.
City Manager's Remarks:	City Council approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted capital item.
Legal:	
Associated Information:	

Electric Department purchase of a Towable Air Compressor

The Electric Department is asking for permission to purchase a towable air compressor rated for 185 cubic feet/ minute. This unit will replace a towable air compressor that Jim Stafford purchased years ago from an Army Suprlus sale. The unit was manufactured in 1994. The garage said they will no longer be able to work on this unit because of availability of parts. This equipment is used frequently to power jack hammers and other various pieces of equipment.

We received three (3) bids from area companies as shown below

Bid submitted by	**Manufacturer of Equipment**	**Description**	**Total Bid Price (includes Freight)**	**Notes**
Action Rent All	Chicago Pneumatic	185 cfm, towable trailer, with pressure hose, Two inch chisel tip	$ 19,900.66	Cartersville
Southeast Equipment Plus	Chicago Pneumatic	185 cfm, towable trailer, with pressure hose, Two inch chisel tip	$ 20,413.66	Cartersville
West Georgia Equipment	Chicago Pneumatic	185 cfm, towable trailer, with pressure hose, Two inch chisel tip	$ 20,578.50	Villa Rica

This is a Budgeted item in the FY17-18 budget.

The Electric Department recommends that council approve the purchase of the towable air compressor from Action Rent All for the total price of $ 19,900.66

Item # 10

Action Rent All

Tools, Equipment, Rental and Sales
P.O. Box 2075 Cartersville, GA 30120
Phone: 770-382-7368 Fax: 770-382-7433

WACKER NEUSON
Authorized Dealer

City of Cartersville Electric System
320 South Erwin Street
P.O. Box 1390
Cartersville, GA 30120

July 31, 2017 ***Quote***

Item #	Qty	Description	Ser. #	Price
CPS185 KD	1	Chicago Pneumatic 185cfm towable Air		$18,495.00
JHR3	1	3/4" x 50' Hose, 300 PSI		$63.46
CP1260	1	CP 1260 60-lb. Breaker moil point included		$789.21
1 1/4x6	1	Chisel 2" 1 ¼"X 6"		$27.99

Sub Total	$19,375.66
Freight	$525.00
Total	$19,900.66

Thank you for the opportunity to provide this quote for you.

Darby Bryant
Action Rent All, Inc.
Authorized Wacker Neuson Dealer
770-547-7751 cell

SOUTHEAST EQUIPMENT PLUS
www.se-equipmentplus.com 1-866-444-4116

Quote

399 Old Mill Road
Cartersville, Ga. 30120
Phone 770-334-3670 Fax (470) 888-2594

DATE: September 18, 2017

Customer Name: City of Cartersville
Address: 320 South Erwin Street
P O Box 1390
Phone Number: Cartersville, Ga 30120
Fax Number:

Ship To:

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	CONTACT	TERMS
Eddie		ASAP			Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	CPS185KD Chicago Pneumatic 185cfm Towable Compressor	$ 18,995.00	$ 18,995.00
1	JHR3 3/4" X 50' Hose, 300 PSI	$ 65.46	$ 65.46
1	CP1260 60# Breaker with Moil Point	$ 795.21	$ 795.21
1	Chisel 2" 1 1/4" x 6"	$ 32.99	$ 32.99
			$ -
1	Freight	$ 525.00	$ 525.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SUBTOTAL	$ 20,413.66
		TAX RATE	
		SALES TAX	-
		SHIPPING & HANDLING	
		TOTAL	$ 20,413.66

Item # 10

Thank You For Your Business!

1-515900	
Quote	
Rent Date:	8/9/2017 10:56 AM
Due Date:	8/10/2017 10:56 AM
Return Date:	
Order Terms:	Due On Receipt
PO #:	Quote
Job #:	

West Georgia Equipment & Party Rental
100 Saber Parkway
Villa Rica, GA 30180
(770) 459-2339
(770) 459-2495 FAX

Ship To:

Customer Information
City Of Cartersville
320 South Erwin St
Cartersville, GA 30120

Ship VIA	Customer Drivers License	Work Phone #	Fax Phone #
		(770) 387-5602	

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
5713				Eric Corley

Description	Qty Out	Qty. In	Half Day	Day	Week	Per Unit	Taxable	Extended
Chicago Pneumatic 185 cfm Towable A Item ID: MISC / Non-Stock Sales	1.00		<<-- Sale -->>			$19129.00	✓	$19129.00
3/4X50' Air Hose Item ID: MISC / Non-Stock Sales	1.00		<<-- Sale -->>			$75.00	✓	$75.00
CP 160 -60lb Breaker w/ Point and C Item ID: MISC / Non-Stock Sales	1.00		<<-- Sale -->>			$849.50	✓	$849.50
Freight Expense Item ID: OTHER / FRT	1.00		<<-- Sale -->>			$525.00	✓	$525.00

Order Terms:

Rental Continues Until Customer Calls For A Pick Up.
All Deposits are non-refundable.

Customer Signature ____________________________

All units must be returned full. WGE&P Charges 7.50 Per gallon for Fueling Service.

HOURS:
Monday - Friday 7:00am - 5:00pm
Saturday 8:00am - 12:00pm
Closed Sundays

Merchandise Sales:	$20578.50
Sub Total:	$20,578.50
Tax:	$0.00
Order Total:	$20578.50
Amount Paid:	$0.00
Amount Due:	$20,578.50

X ____________________________
Customer Signature

____
Customer Name (Printed)

Tax Exempt ID:	Gov Mun

Item # 10

Thank You For Your Business!
Printed: Wednesday, August 09, 2017 11:01 AM

Revision: 0 Revised By:

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Itron Metering Software

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	Attached is the annual renewal invoice from Itron for Single Copy License, Software Maintenance and Support for the MV-90 metering system. Our department uses this system to remotely collect, tabulate and provide billing data from our industrial meters for our Cogsdale billing system. Itron is the sole source provider of this software and we are asking Council to approve this budgeted item with the invoice amount of $10,783.98.
City Manager's Remarks:	City Council approval of the annual renewal of this contract is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Itron

INVOICE

(800) 635-5461
www.itron.com

Invoice Number	460785
Invoice Date	11-SEP-17
Customer Number	1522
Itron Contract No.	SC00001852

Terms and Conditions:
Absent a written agreement between us to the contrary, the purchase of goods or services described herein is governed by the terms of sale at www.itron.com/termsofsale. Receipt of this document, without written objection within 7 days, constitutes acceptance of these terms.

TO:		SHIP TO:	
	City of Cartersville, Georgia Attn: John Dooley PO Box 1390 Cartersville, GA 30120-1390 United States		City of Cartersville, Georgia PO Box 1390 Cartersville, GA 30120-1390 United States

Terms	Customer PO	Contract Term - FROM	Contract Term - TO
Net 30		01-OCT-17	30-SEP-18

Product Description	Quantity	Taxable Amt	Ext. Amount

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	0.00	1

Software Maintenance and Other Subtotal: 10,783.98

APPROVED
ELECTRIC DEPT

DATE APPROVED	9 / 20 / 17
DEPT HEAD:	DRH
CITY MGR	

CHARGE ACCOUNT	AMOUNT
510 - 3500 - 52 - 2390	10,783.98
510 - 3500 - -	
- - -	
- - -	
TOTAL	10,783.98

CJ Electric
SEP 11 2017

Banking Information: Please Include Your Invoice Number On Check.

Wire payment to:
Itron, Inc.
Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94105
ABA # 121000248
ACCOUNT # 4375688983

Remit-to:
Itron, Inc.
P.O. Box 200209
Dallas, TX 75320-0209

Subtotal Amount	10,783.98
Tax Amount	0.00
Total Amount	10,783.98
Currency	USD

Item # 11

Itron

INVOICE

(800) 635-5461
www.itron.com

Invoice Number	460785
Invoice Date	11-SEP-17
Customer Number	1522
Itron Contract No.	SC00001852

Terms and Conditions:
Absent a written agreement between us to the contrary, the purchase of goods or services described herein is governed by the terms of sale at www.itron.com/termsofsale. Receipt of this document, without written objection within 7 days, constitutes acceptance of these terms.

TO:	City of Cartersville, Georgia Attn: John Dooley PO Box 1390 Cartersville, GA 30120-1390 United States	**SEND TO:**	City of Cartersville, Georgia PO Box 1390 Cartersville, GA 30120-1390 United States

Regular Invoice

Terms	Customer PO	Contract Term - FROM	Contract term - TO
Net 30		01-OCT-17	30-SEP-18

Billing Period From: 01-OCT-17 To :30-SEP-18

Software Maintenance and Other

Product Description	Quantity	Taxable Amt	Ext. Amount
MVLT XI SINGLE COPY LICENSE,ELECTRONIC DELIVERY	1		1,074.52

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	1,074.52	1

Product Description	Quantity	Taxable Amt	Ext. Amount
MV-90 XI SINGLE PC 50 METER	1		6,165.04

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	6,165.04	1

Product Description	Quantity	Taxable Amt	Ext. Amount
MV-90 XI TCP-IP SINGLE PC	1		604.42

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	604.42	1

Product Description	Quantity	Taxable Amt	Ext. Amount
MVLT XI BASE	1		0.00

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	0.00	1

Product Description	Quantity	Taxable Amt	Ext. Amount
51 - 100 METERS,MV-90 XI SINGLE PC STD CONFIG, ELECT DEL Incremental Increase to 100 Meters	1		2,940.00

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-OCT-17	30-SEP-18	2,940.00	1

Product Description	Quantity	Taxable Amt	Ext. Amount
MV-90 XI BASE SINGLE PC	1		0.00

Item # 11

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Security Cabinets for IT

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department requests approval to purchase security cabinets for the new Fiber Node Building that will allow us to have lockable cabinets to secure assets. The new security cabinets will be an upgrade to what we currently have and protect us and some of our tenants in the building. I request approval in the amount of $10,282 to purchase these security cabinets from Accu-Tech.
City Manager's Remarks:	City Council approval of the above referenced purchase from Accu-Tech is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Item # 12

Quote

ACCU-TECH
660 Hembree Parkway Suite 100 Roswell, GA USA 30076

Partfiniti®

Quoted to: Steve Prather
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Ship to:
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Bill to:
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Quote #
#452-38007

RFQ #
#-

Project Name
Cartersville #4

Pricing Valid Until
09/10/17

Created Date
08/11/17

Primary Contact
Sean Van Buren
sean.vanburen@accu-tech.com
404-456-5840

Secondary Contact

Quote Date
-

#	Part	Vendor #	Part Description	Manufacturer	Requested Quantity	MOQ	UOM	Price	Extended
v11	M2033-232	M2033-232	M-Series MegaFrame Cabinet; 23"W x 84"H x 30"D; White; Top Panel - Vented; Rail Type - Square Punched; Sides - Yes; Front Door - Vented Plexiglass Door; Rear Door - Perforated Metal Door; Assembled, Non-reusable Carton	CPI	3	3	each	$ 2,200.00	$ 6,600.00
							Total:		$ 6,600.00

Partfiniti®

ACCU-TECH
660 Hembree Parkway Suite 100 Roswell, GA USA 30076

Quote

Quoted to: Steve Prather
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Ship to:
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Bill to:
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Quote #	RFQ #	Project Name	Pricing Valid Until	Created Date
#452-38005	#-	Cartersville #3	09/10/17	08/11/17

Primary Contact
Sean Van Buren
sean.vanburen@accu-tech.com
404-456-5840

Secondary Contact

Quote Date
-

#	Part	Vendor #	Part Description	Manufacturer	Requested Quantity	MOQ	UOM	Price	Extended
v11	TS1035529 (WHITE)		Chatsworth WIRE CAGE ENCLOSURE SINGLE SIDED DIVIDER WALL ; CAGE SYSTEM TO USE EXISTING BUILDING WALLS ; 22'4" W X 8' H ; WITHOUT CEILING ; (1) 4' WIDE SLIDING DOOR (LEFT) WITH AN ELECTROMAGNETIC LOCK LOCATED AT FAR RIGHT AND SLIDING TO THE LEFT ; WITH ALL REQUIRED HARDWARE ; WHITE FINISH ; *MATERIAL NOTE: SHALL BE 10 GAUGE STEEL WIRE CRIMPED AND WOVEN IN TO 2" X 1" OPENING RECTANGULAR MESH, SECURELY WELDED INTO A FRAME OF 1 1/4"		1		each	$3,682.00	$3,682.00

Total: **$3,682.00**

Product Cut Sheet

M-SERIES MEGAFRAME® CABINET SYSTEM

The M-Series MegaFrame® Cabinet System is made from aluminum and can be shipped partially assembled in a reduced package size making it easier to move and store when space is limited on the job site. The M-Series MegaFrame Cabinet System supports a vast array of potential applications. The cabinet is available in a variety of sizes to match equipment and facility requirements.

Specifications:
- Available in two widths, three heights and four depths (24 frame sizes)
- Provides front and rear support for 19" EIA or 23" wide equipment
- Mounting rails are fully adjustable and rack-mount units (U) are marked and numbered to simplify equipment installation
- Includes one vertical cable manager, one mounting bracket kit for a vertical power distribution unit (PDU), one baying kit, leveling feetand floor attachment clamps
- Order with or without a top panel, side panels and doors
- Top panels have six cable access holes and a vented center area that accepts an accessory fan kit
- Side panels are solid and include a keyed lock
- Doors are available in a variety of solid or vented styles, are reversible to open from the right or left and include a keyed lock
- Aluminum frame, bolted construction: delivers partially or fully assembled
- Load rating: 2000 lb (907.2 kg)
- UL Listed

Height Dimensions			
All Cabinet Styles	**72" (1830 mm)**	**78" (1980 mm)**	**84" (2130 mm)**
Usable Vertical Panel Space	38 RMU, 66.50" (1689.1 mm)	42 RMU, 73.50" (1866.9 mm)	45 RMU, 78.75" (2000.3 mm)
Overall Height without Leveling Feet	72.02" (1829.3 mm)	78.02" (1981.7 mm)	84.02" (2130.0 mm)
Overall Height with Leveling Feet	72.92" (1852.2 mm)	78.92" (2004.6 mm)	84.92" (2157.0 mm)
Overall Height with Casters	75.70" (1922.8 mm)	81.70" (2075.2 mm)	87.70" (2230.0 mm)
Frame Vertical Opening	67.90" (1724.7 mm)	73.90" (1877.1 mm)	79.90" (2029.5 mm)

Width Dimensions		
Usable Equipment Panel Width	**19" EIA**	**23" EIA**
Overall Width	27.32" (693.9 mm)	31.32" (795.5 mm)
Frame Horizontal Opening	20.20" (513.1 mm)	24.20" (614.7 mm)

Depth Dimension Cabinet Only (With Doors)				
Nominal Cabinet Depth	**24" (610 mm)**	**30" (760 mm)**	**36" (910 mm)**	**39" (990 mm)**
Maximum Mounting Depth - Rail to Rail	24.00" (609.6 mm)	30.00" (762.0 mm)	36.00" (914.4 mm)	39.00" (990.6 mm)
Overall Depth - Inside Door to Inside Door	27.22" (691.4 mm)	33.22" (843.8 mm)	39.22" (996.2 mm)	42.22" (1072.4 mm)
Overall Depth - Door Face to Door Face	27.62" (701.5 mm)	33.62" (853.9 mm)	39.62" (1006.3 mm)	42.62" (1082.5 mm)

Depth Dimension Frame Only (Without Doors)				
Nominal Cabinet Depth	**24" (610 mm)**	**30" (760 mm)**	**36" (910 mm)**	**39" (990 mm)**
Maximum Mounting Depth - Rail to Rail	24.00" (609.6 mm)	30.00" (762.0 mm)	36.00" (914.4 mm)	39.00" (990.6 mm)
Overall Depth	26.13" (663.7 mm)	32.13" (816.1 mm)	38.13" (968.5 mm)	41.13" (1044.7 mm)

Shipping Weights:	72" (1830 mm)	78" (1980 mm)	84" (2130 mm)
Minimum	152 lb (68.9 kg)	152 lb (68.9 kg)	155 lb (70.3 kg)
Maximum	251 lb (113.9 kg)	262 lb (118.8 kg)	287 lb (130.2 kg)

Each Cabinet Includes:
(1) Four-Post Frame (anodized aluminum finish)
(4) Vertical Mounting Rails
(2) Locking, East-To-Remove Side Panels
(1) Locking, Reversible Front Door
(1) Locking, Reversible Rear Door
(1) Vented Top Panel & Six Cable Access Ports
(2) Vertical Half-Height Cable Manager
(1) Vertical PDU Mounting Bracket Kit
(4) Leveling Feet
(1) Multi-Bay Attachment Hardware Kit
(4) Floor Anchor Clamps
(1) Bag of Mounting Hardware:
- Tapped Rails: (50) #12-24 screws
- Square-punched rails: (16) M6 and (25) #12-24 cage nuts and screws

800-834-4969 in U.S. & Canada • www.chatsworth.com

US & Canada
+1-800-834-4969
Toronto, Ontario, Canada
+905-850-7770
chatsworth.com

Latin America
+52-55-5203-7525
Toll Free within Mexico
01-800-01-7592
chatsworth.com.co

Europe
+44-1628-524-834
chatsworthproducts.co.uk

Middle East & Africa
Dubai, UAE
+971-4-2602125
chatsworthproducts.co.uk

Asia Pacific
+86 21 6880-0266
chatsworth.com.cn

techsupport@chatsworth.com

Item # 12

CHATSWORTH PRODUCTS

Product Cut Sheet

M-SERIES MEGAFRAME® CABINET SYSTEM

Part Number Configurator

When ordering an **M-Series Cabinet,** the part number is always preceded by the letter **M**.

1st Digit - Width
How wide is your equipment mounting requirement?

2nd Digit - Height
How tall a cabinet do you need? Call tech support for 8' (2.4 m) cabinet part numbers.

3rd Digit - Depth
What is your maximum mounting depth requirement?

4th Digit - Cabinet Style
Choose your rail style and panel requirement. CPI offers tapped 12-24, square-punched vertical mounting rails, Sun® and IBM® rails. Rails are also available in half heights as an accessory.

5th Digit - Color
Color refers to side panels, vertical mounting rails and metal/perforated metal door panels. Frame is anodized aluminum.

6th Digit - Doors
Appearance and ventilation requirements will determine your door style. The plexiglass door is a "smoked" plexiglass.

7th Digit - Shipping
CPI Cabinets are available partially assembled (or "knocked down") and fully assembled.

Cabinets are also available as a frame only (bottom matrix). For further assistance call 800-834-4969.

CABINET - 72", 78" and 84" Heights (1830 mm, 1980 mm and 2130 mm)

Example Cabinet Part Number: M1221-112

prefix	1st digit	2nd digit	3rd digit	4th		5th digit	6th digit	7th digit
	Width	**Height**	**Depth**	**Style**		**Color****	**Doors**	**Shipping**
M	1=19" 2=23"	0=84" (2130 mm) 1=78" (1980 mm) 2=72" (1830 mm)	2=24" (610 mm) 3=30" (760 mm) 4=39" (990 mm) 5=36" (910 mm)	0,1,3,4	–	1=Gray 2=Computer Beige 7=Black	0, 1, 2, 3, 4	1=Knocked Down 2=Assembled

Cabinet Style
0=Tapped rails, top & side panels
1=Tapped rails, top & no side panels
3=Square-punched rails, top & sides
4=Square-punched rails, top, no sides

Doors
0=No front or rear doors
1=Plexiglass front/metal rear
2=Metal front/metal rear
3=Vented plexiglass front/perforated metal rear
4=Perforated metal front/perforated metal rear

(Perforated metal doors are 63% open for high airflow)

FRAME ONLY - 72", 78" and 84" (1830 mm, 1980 mm and 2130 mm) Frame Selections - No Tops, Side or Doors

Example Frame Part Number: M1222-102

prefix	1st digit	2nd digit	3rd digit	4th digit		5th digit	6th digit	7th digit
	Width	**Height**	**Depth**	**Style**		**Color****	**Doors**	**Shipping**
M	1=19" 2=23"	0=84" (2130 mm) 1=78" (1980 mm) 2=72" (1830 mm)	2=24" (610 mm) 3=30" (760 mm) 4=39" (990 mm) 5=36" (910 mm)	2, 5	–	1=Gray 2=Computer Beige 7=Black	0=None	1=Knocked Down 2=Assembled

Cabinet Style
2=Tapped rails, no top or side panels
5=Square-Punched rails, no top or side panels

**Server rail styles are only available on cabinets 36" (910 mm) or 39" (990 mm) in depth.*
***Color refers to mounting rails side panels and metal/perforated metal door panels. Frame is silver-colored anodized aluminum.*

CHATSWORTH PRODUCTS

Item # 12

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Internet Service Agreement

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department has an existing contract with Appalachian Valley Fiber Network (AVFN) to purchase 400 megs of Internet service at $2,500 per month. Due to additional customers being added, Steven Grier has renegotiated the Internet service agreement with AVFN to purchase 1 gig of Internet service at $2,500 per month. I request approval to move forward on the new 3 year agreement with AVFN at the same price the city has been paying with a higher bandwidth.
City Manager's Remarks:	City Council approval of the renegotiated agreement with AFVN is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
WPCP Grit Chamber #2 Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	Council was advised of this issue in the 9/24/17 work session. As discussed, the chain and drive system of the #2 Grit Chamber failed on 9/23/17. In order to repair it, we will need to purchase a new drive chain, repair/replace any damaged sprockets and replace the guide angle along the chain path at the bottom of the basin. The repair consists of two components each supplied by a different vendor. They are as follows: 1. Chain: I would like to sole source the chain to WSG Solutions. Chain is a normal wear item and has been replaced multiple times over the 40+ years. WSG provides a superior product with a longer lifespan and greater durability based on both chambers being rebuilt one year apart. The WSG chain installed in 2012 shows little to no visible signs of wear. A photo showing typical wear on a links of the #2 Grit Chamber chain installed in 2011 is attached. The links are completely worn through in places and extremely thin everywhere else. WSG Solutions quoted $15,660.00 for 123-feet of chain and the required installation hardware. 2. Guide Angle Replacement: Southern Machine and Fabrication (SMF) quoted $12,975.00 to remove the worn guide angle and replace with a 304 stainless steel guide angle. Some providers were not considered due to poor work quality in the past and others were eliminated due to lack of manpower needed for expedited repair. SMF has done this job before, has the required manpower to start immediately and has never presented an issue with work quality. I recommend approval of the WSG Solutions bid of $15,660.00 for chain and the SMF bid of $12,975.00 for guide angle replacement.
City Manager's Remarks:	City Council approval of the grit chamber respire as outlined above is recommended.
Financial/Budget	This will be paid from account 505.3330.52.2361 WPCP

Certification:	Maintenance. It is a budgeted item.
Legal:	
Associated Information:	

160 Commerce Drive, Suite 100
Montgomeryville, PA 18936
Phone: 267-638-3000
Fax: 267-638-3081
Toll Free Phone: 1-866-353-7084
Web: wsgandsolutions.com

September 20, 2017

City of Cartersville
Water Pollution Control Plant
P.O. Box 1390
Cartersville, GA 30120

Attn.: Mr. Bart Sears

Subject:	Cartersville, GA Replacement components for a Chain and Bucket Grit Collector WSG & Solutions, Inc. Proposal No. A16442-CP	cc:	M. Ricketson S. Wilcher R. Hall File-WSG-A16442-CP

WSG & Solutions, Inc. is pleased to offer this proposal on the above project.

Should additional information be required, please do not hesitate to contact or telephone me directly at 267-638-3001.

Please Note:
- A "Signed Purchase Order along with mutually agreed upon Terms and Conditions" must be in our possession before manufacturing of equipment begins. All purchase orders are to be addressed to WSG & Solutions, Inc.
- If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity of quoting on your requirements. We trust our Proposal will receive your favorable consideration.

Very truly yours,

Patty Becker

Patty Becker
Aftermarket Manager
WSG & Solutions, Inc.

Accepted by:

Purchaser Name:	WSG & Solutions, Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

WSG & SOLUTIONS
Link-Belt®, Rex® and CSO Products

SCOPE OF SUPPLY

As the original equipment supplier, WSG & Solutions, Inc. proposes to supply the following replacement components for a Chain and Bucket Grit Collector originally supplied under our Envirex Contract # 12879.

ITEM	QUAN	PART NUMBER	PART DESCRIPTION	PRICE (TOTAL)
1	LOT	12879-107	720S CHAIN (2) STRANDS 123'-0" LG PER DWG	$13,381.00
2	52	303-1881-1	WEAR SHOES - URETHANE	$1,131.00
3	26	103-81133-1	ATTACHMENT PIN	$286.00
4	LOT	A16442-100-A	BUCKET ASSEMBLY HARDWARE	$862.00
			TOTAL PRICE =	**$15,660.00**

Our price includes only the specific items detailed in this proposal.

PAYMENT AND PRICE TERMS:

The prices quoted do not include taxes of any kind. Freight is included.

This proposal and these prices are valid for a period of thirty (30) days.

100% due upon Shipment payable net 30 days from the date of shipment for the value of material as shipped (or as ready for shipment, if shipment is delayed by you).

In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. WSG & Solutions, Inc. reserves the right to ship, invoice and collect for partial shipments.

FREIGHT:

Price is FOB Shipping Point with least expensive freight allowed to the job-site. Our price does not include any costs for unloading, transporting on the site or storage.

CONDITIONS OF SALE:

WSG & Solutions, Inc. Standard Terms of Sale are attached and shall become part of any contract resulting from this proposal.

SHIPMENT INFORMATION:

*** Shipment will be approximately 6 - 8 weeks ARO and signed final contract.**

Our equipment is priced to ship in accordance with the above quoted timing which is subject to availability of fabrication resources. Actual timing will be confirmed and acknowledged upon receipt of a purchase order and final contract agreement. Shipments delayed by the Purchaser will be subject to an assessment at the rate of 1.5% per month of the value of the contract

FIELD SERVICES:

Field Service technician consultation may be purchased at the per diem rate of $ 875.00 per eight (8) hour day, Monday through Friday inclusive. Travel time will be charged to and from Purchaser's construction site. **Traveling, living and incidental expenses will be charged at cost** including shipping charges on tools and other equipment, which the field service representative has shipped to the construction site. Overtime and Saturday work is charged at time and one-half. Sunday will be charged double time; time worked on US Holidays will be charged triple time.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit insurance approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Shipping Point.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within twelve (12) months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover wear and tear of the components once put into operation, damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or

disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
   In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated costs are for the account of the Buyer.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
12. RESERVATION CLAUSE **(International ONLY-including Canada and Mexico)**. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.
    BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. Escalation Clause. Seller has no control over the metals markets and the fluctuations of base metals cost and surcharges imposed on shipments of steel. The prices in the proposal are therefore subject to adjustment reflecting changes in the CRU Steel Price Index Forecast published by CRU International at www.cruspifutures.com for the base material costs, and the Allegheny Ludlum surcharge calculator/surcharge history data published monthly and is available at www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp. Changes made by the Buyer to the quoted schedule will be subject to escalation as provided herein. If the index and surcharge data published at the date of actual material procurement exceeds the index and surcharge data values at the proposal validity date, Seller has the right to change the price for the material portion of the contract and it may be increased in accordance with the changes in the index and surcharge data values. Price changes will be the difference between the actual material purchase costs as indicated by the CRU steel price index and surcharge calculator data at the date of purchase and the material costs in effect as indicated by the CRU steel price index and surcharge calculator data as of the date of the proposal. It is understood and agreed that it shall be Seller's option as to whether or not to invoke escalation. All invoices for escalation will include supporting documentation as required.

Southern Machine & Fabrication

Quotation

Quote To: City Of Cartersville - Biosoli
102 Walnut Grove Road
Cartersville, GA 30120

Quote Number:	47496			**Contact:**	Bart Sears
Quote Date:	09/20/17	**Expires:**	10/20/17	**Inquiry:**	
Customer:	CITY OF CAR			**Terms:**	Net 30
Salesman:	Corky Nall			**Phone:**	
Ship Via:	Vendor Truck			**FAX:**	
FOB:	Origin				

Item	Part Number / Description	Revision	Quantity	Price
1	GRIT PIT GUIDE ANGLE Remove old carbon steel chain guide angles and replace and relevel new 6x4x3/8" 304SS chain guide angles. SMF to use onsite crane for install.		1	$12,975.0000 /EA
2	SKIMMER CHAIN Remove and install a new customer supplied skimmer chain assembly. This will be a time and material job all work to be performed during normal business hours.		1	$0.0000 /EA
			Total:	***$12,975.00***

New Hours of Operations and Receiving
7:00 AM - 4:30 PM Monday thru Thursday
7:00 AM - 11:00 AM Friday
Please note this in your Systems

~~Item # 14~~

By Reeves, Christian L.
Southern Machine & Fabrication

Item # 14

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
WTP Filter Backwash Design

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recomendation:	The Water Treatment Plant (WTP) uses a 500,000-gallon pre-stressed concrete water tank to supply pressurized water for filter backwash operations. This is our only means of backwashing filters which is a normal part of operations and occurs roughly every 200 hours. As a result of a recent discussion about tank inspections and a review of plant maintenance history, it was discovered the washwater tank has never been inspected since being placed in service in 1970. An inspection and cleaning of the tank was budgeted and performed in August. The inspection revealed spalling of the concrete dome on the inside of the tank and large piles of gunite (concrete) on the interior floor. Additionally, there were numerous exterior cracks (some leaking) and a large area of settlement visible on the roof (dome) of the tank. An email summary of the inspection is included as an attachment. The full inspection report and extensive photos are available if desired. In order to repair the tank, the top (dome) will have to be cut off and a new dome formed and cast. This will require taking the tank out of service for 45 – 60 days at a minimum. We cannot operate the WTP without this tank for that period of time. In order to continue operations, we will design and construct a means of washing filters with high pressure system water provided by our high service pumps. This system will provide a good backup means of washing filters for a brief time, but is not what we want to rely on going forward. Should the pressure reducing valve of the system fail (they all do eventually) it would cause an overpressure to the bottom of the filter likely doing significant damage to the filter underdrain. Our best solution is to repair the tank and return it to service. Wiedeman and Singleton Engineers (WSE) has provided a proposal to design a high pressure backwash system for \$20,672.00. I recommend approval of the WSE bid and request that this amount be added as a change order to our existing contract with WSE for design of the High Service Pump Station #2

	(HSPS#2) Stabilization Project.
City Manager's Remarks:	City Council approval of the design contract outlined above with WSE engineers is recommended.
Financial/Budget Certification:	This project is not a budgeted item. It will be paid from account 505.3310.52.1360 Engineering Fees ($15,000) and a reallocation of $10,000 from 505.3310.52.2520 Corps of Engineers.
Legal:	
Associated Information:	

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

PETER SNYDER
HAROLD WIEDEMAN

September 25, 2017

Mr. Bob Jones
Director Water Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Washwater Connection
Cartersville Water Plant
027-16-122

Dear Bob:

It is our understanding that the City needs to replace the dome on the wash water tank and will proceed with that work through direct negotiation between the City and a reputable prestressed concrete contractor. The wash water tank provides the source of water used to clean the filters. The tank will need to be out of service during construction. The City requires an additional source of wash water to operate the filters while the tank is out of service.

We visited the site on August 17, 2017 and discussed the project with you and your staff. Our scope of work will be to design a connection between the high service lines and the filter wash lines which will provide the needed flow. The connection will be built as part of the HSPS #2 contract. It is our opinion that the additional construction cost of the connection will be in the general range of $50,000 to $100,000.

This connection will require a globe pattern pressure reducing valve and some large diameter piping (20 inch) in the filter gallery. The gallery will be digitally scanned to provide a basis for the engineering model and plans. Construction will be staged to allow the water plant to remain in service throughout construction. No electrical or instrumentation work is anticipated. The project will not require an engineering report; however, we do intend on providing a brief technical memorandum for your review which outlines how the project will work prior to beginning detailed design. Some additional construction services will be required. The extent of resident work will depend upon how the contractor stages his work. We have attached a breakdown of our estimate of engineering services.

We recommend the following additions to the HSPS #2 contract:

Task 2 - Design Services (includes scanning): $11,295
Task 4 – Construction Office: $3,412
Task 5 – Construction Resident: $5,965

It is our understanding that our existing contract would be amended rather than executing an entirely new agreement. If this proposal is acceptable, please let us know at your earliest convenience. We appreciate your consideration of our firm for these services. We look forward to working with you and your staff.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

Hal Wiedeman, P.E.
President

Man-hour Planning Sheet

Client/Facility: City of Cartersville
Project Title: HSPS Rehab
Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name **Washwater PRV - Design**
Work Task Number

		Name of Team or Classification					
Notes:	**Sub-tasks**	**LPE**	**SPE**	**INSPECTOR**	**PE**	**STAFF**	**Total**
	5.01 Design	8			24	80	112
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Deliverables							0
							0
							0
	Total Hours Per Team Member	8	0	0	24	80	
						Total Planned Hours	112
	Total Hourly Rate Per Team Member	$174.29	$140.00	$68.31	$123.60	$71.93	
	Total Cost Per Team Member	$1,394.32	$0.00	$0.00	$2,966.40	$5,754.40	
	Direct Expenses	$ 1,850.00				**Total Package Cost**	$11,965

Scanning $ 1,850.00

Man-hour Planning Sheet

Client/Facility: City of Cartersville
Project Title: HSPS Rehab
Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name **Washwater PRV - Construction Office**
Work Task Number

		Name of Team or Classification					
Notes:	**Sub-tasks**	**LPE**	**SPE**	**INSPECTOR**	**PE**	**STAFF**	**Total**
	Additional CM - office - 1 week	4			8	24	36
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Deliverables							0
							0
							0
	Total Hours Per Team Member	4	0	0	8	24	
						Total Planned Hours	36
	Total Hourly Rate Per Team Member	$174.29	$140.00	$68.31	$123.60	$71.93	
	Total Cost Per Team Member	$697.16	$0.00	$0.00	$988.80	$1,726.32	
	Direct Expenses	$ -				**Total Package Cost**	$3,412

Man-hour Planning Sheet

Client/Facility: City of Cartersville
Project Title: HSPS Rehab
Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name **Washwater PRV**
Work Task Number

		Name of Team or Classification					
Notes:	**Sub-tasks**	**LPE**	**SPE**	**INSPECTOR**	**PE**	**STAFF**	**Total**
	Resident - 2 weeks			80			80
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Deliverables							0
							0
							0
	Total Hours Per Team Member	0	0	80	0	0	
					Total Planned Hours		80
	Total Hourly Rate Per Team Member	$174.29	$140.00	$68.31	$123.60	$71.93	
	Total Cost Per Team Member	$0.00	$0.00	$5,464.80	$0.00	$0.00	
	Direct Expenses	$ 500.00			**Total Package Cost**		$5,965
	Resident Per Diem ($50/day)	$ 500.00					

Bob Jones

From: Daniel Duke
Sent: Monday, August 28, 2017 3:35 PM
To: Bob Jones; Sidney Forsyth; Ed Mullinax; Jason Laxson
Subject: FW: .5 MG Fire Water GST
Attachments: Map of Cracks.pdf; Inspection Photos.pdf

From: Adrian Moore [mailto:amoore@precontanks.com]
Sent: Monday, August 28, 2017 2:54 PM
To: Daniel Duke
Subject: .5 MG Fire Water GST

Daniel,

Per your request we came out and inspected the dome on the .5 MG Fire Water Tank. Our inspection included an assessment of the dome's condition by visual analysis, checking for any hollows, measuring the curvature of the dome, checking it's thickness and mapping out any blemishes. I have attached the map to this email.

We inspected the dome due to your concerns surrounding the spalling located along the main crack. This crack is a circumferential crack, circling the entire dome approximately 6' from the edge. The crack is wider than what we find on tanks of similar age and size and we believe that this has allowed freeze/thaw damage to occur creating the spalls that you were concerned with.

We also noted several hollows when sounding the dome, which can pose a concern for the potential of future freeze thaw damage.

Next we checked the thickness of the dome, knowing that the tanks of this era were designed to be 2 ½" thick, and found it ranged from 2" to 3 ½" thick.

After checking the thickness, we measured the curvature of the dome, to see if it was continuous. We found that the dome was flatter on one side than on the other and that the curvature on the flattest area was approximately 2" less than it was found to be on the other side.

We also viewed a video of an interior inspection that you provided us with. Piles of gunite were found on the floor in several areas, which lead us to believe that the underside of the dome was spalling. We could not see the dome on the video, but since the walls looked to be free of spalling, we assumed that this was from the dome.

As a result of the findings of our inspection, we have concerns for the long term structural integrity of the tank. Our Chief Engineer, Rick Moore, who has been designing and building prestressed tanks since the 70's feels the dome should last at least another year or two, but will need to be replaced if the City would like to continue to use the tank past this time frame. We would recommend replacing the dome in one of two ways along with budget estimates for each:

1. Pour a new dome on top of the existing dome, and use the existing dome as a form. We would recommend tying the two domes together using concrete studs and reinforcing and prestressing the new dome. This method is cheaper than removing the dome, but there is a significant chance that the old gunite dome, will slowly break down and fall into the tank in pieces
   Budget Estimate: $ 300,000

2. Cut off the existing dome approximately 5' from the tank wall, and form and pour a new reinforced dome. This would also need to be prestressed. Using this method is the industry standard for these types of tank repairs, but it does cost more.
   Budget Estimate: $ 325,000

I have attached some photos of our investigation, and am willing to help out in any way I can such as answering questions or assisting your consulting Engineers in any way they need.

If you have any questions on this, please feel free to contact me directly.

Thank you,
Adrian Moore
Project Manager
Special Projects

Precon Corporation
115 SW 140th Terrace
Newberry Florida 32669
(352)332-1200 office
(352)332-1199 fax
(352)281-7233 cell
amoore@precontanks.com

City of Cartersville

City Council Meeting
10/5/2017 7:00:00 PM
Community Rating System Annual Recertification

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recomendation:	The City of Cartersville continues to participate in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. We are requesting the mayor's signature to the attached annual recertification application with CRS to continue participation in this on-going program.
City Manager's Remarks:	City Council approval of this 'recert' and authorization of the Mayor's signature is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Community Cartersville, City of State GA CID 130209

County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Due Date: Oct 15, 2017		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	The Honorable Matthew J. Santini	Wade Wilson
Title	Mayor	City Engineer
Address	1 North Erwin Street	330 South Erwin Street
	Cartersville, GA 30120	Cartersville, GA 30120
Phone		770-387-5605
E-mail	cartersvillemayor@yahoo.com	wwilson@cityofcartersville.org

I hereby certify that the City of Cartersville is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed ______________________________(Chief Executive Officer)

Community Cartersville, City of State GA CID 130209

County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

WW 310 EC: We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

WW 310 EC: Attached is the permit list for new or substantially improved structures that have been completed in the last year.

WW 310 EC: Attached are the Elevation Certificates for new or substantially improved structures that have been completed in the last year that are included on the above permit list.

WW 310 EC: We continue to make copies of Elevation Certificates on newer properties available at our present office location.

WW 320 MI: We are providing basic flood information, additional FIRM information, problems not shown on the FIRM, flood depth data.

WW 320 MI: Attached is a copy of the publicity for the credited elements of this service this year.

WW 320 MI: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

WW 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

WW 330 OP: Attached are copies of all outreach projects conducted this year.

WW 340: People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

WW 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.

WW 420 OSP: We continue to preserve our open space in the floodplain.

Community Cartersville, City of State GA CID 130209

County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

WW 430 We continue to enforce the following regulations in our floodplain: (development limitations, freeboard for new and substantial improvement construction, cumulative substantial improvement, local drainage protection. [____] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.

WW 430 BC: We continue to enforce our current building code. [____] Initial here if you have amended your building code. Attach a copy of the amendment.

WW 430 RA-1: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.

WW 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

WW 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [____] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.

WW 450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.

WW 502 RL: We currently have 1 repetitive loss properties and send our notice to 1 properties in the repetitive loss areas.

WW 502 RL: Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

NOTE: Please do not mail or ship packages that need a signature. We will confirm receipt of your recertification submittal.

Additional Comments:

Attachments: